

1. *This website is owned and operated by Maurice Simmons. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors the opportunity to review SexSea Boat, the amenities included in the boat rides, the ability to book a trip and pay deposits. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.*
2. *In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.*
3. *The prices we charge for using our services or products are listed on the website. We reserve the right to change our prices for services displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the Services page.*
4. *The fee for the services and any other charges you may incur in connection with your use of the service will be charged upfront at the time of booking and balances will be collected no later than 24 hours before boat departure time.*
5. *SexSea boat may cancel a cruise due to weather conditions. When this happens you'll have the option to reschedule for a later date. Customer requests to cancel less than 48 hours prior to a scheduled ride results in an automatic forfeiture of a scheduled cruise. When this happens you'll have the option to reschedule for a later date.*

*SexSea boat has a no refund policy but we will allow you to reschedule a cruise that cannot be made as originally planned. All payments are non-refundable but can be transferred or used towards rescheduling a previously planned cruise.*

6. *We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.*
7. *The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Maurice Simmons. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.*

*You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions,*

artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

8. We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.
9. You agree to indemnify and hold Maurice Simmons harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.
10. To the maximum extent permitted by applicable law, in no event shall Maurice Simmons, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Maurice Simmons assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

11. We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.
12. You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.
13. These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of The United States/Louisiana, without respect to its conflict of laws

*principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in The City of New Orleans. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.*