

PACIFIC OPEN WATER SWIM CO.

Cancel for Any Reason (Lessons)

Plan Terms and Conditions

Effective Date: December 15, 2023

The "Cancel for Any Reason (Lessons)" plan by Pacific Open Water Swim Co. offers a flexible cancellation policy for clients seeking to enroll in swimming lessons. This program allows participants to cancel their booking for any reason up to a set time before the scheduled lesson and receive a partial refund. It's an ideal option for those looking for peace of mind when booking swim lessons, providing a safety net should their plans or availability change.

The Cancel for Any Reason plan is governed by the following Terms and Conditions. Availability of this plan may vary. Pacific Open Water Swim Co. reserves the right to update these Terms and Conditions at any time.

- 1. Purchases:** Participants may purchase the Cancel for Any Reason plan at the time of registration or within 24 hours thereafter. Pacific Open Water Swim Co. retains the right to deny purchases based on lawful reasons (e.g., fraud or misuse). Plan purchase requests after registration may be made by contacting us at swim@pacificswim.co
- 2. Non-refundability:** The fee for the Cancel for Any Reason plan is non-refundable and applies only to the specific lesson date for which it was purchased. This option is non-transferable and cannot apply to future lessons.
- 3. Refund or Credit:** Purchasers of the Cancel for Any Reason plan are entitled to a partial refund as outlined in these terms. This plan does not permit lesson reservation transfers.
- 4. Coverage:** Refunds apply to the base fee of the lesson. Paid add-ons and transaction fees, including the Cancel for Any Reason plan fee, are not refundable.
- 5. Exercise Process and Respect for Scheduling:** To cancel a lesson, please visit our website and use the 'Contact Us' form, call our main office at +1-415-737-9870, or send an SMS. While no documentation or reason is required to cancel your lesson, we strictly enforce the cancellation cutoff. All cancellations must be initiated at least twenty-four (24) hours before the lesson's scheduled start time. This strict adherence is crucial as late cancellations significantly impact our coaches' schedules. We deeply appreciate your respect for this cutoff and the consideration it shows for our staff's time and commitment.

6. **Cancellation:** Once a cancellation is processed, it cannot be reversed.

7. **Exercise Window:** Cancellations must be made at least twenty-four (24) hours before the scheduled lesson starting time. Post-deadline, the cancellation option expires, and no refund will be processed. **Please Note:** We maintain a firm cutoff time for cancellations to ensure fairness and efficiency for all. Your cooperation is appreciated.

8. **Refund:** Valid cancellations will result in a refund of a portion of 80% of lesson price (excluding plan and transaction fees). The specific refund amount will be detailed at the time of purchase. Refunds are processed within 30 days.

9. **Exclusions:** Refunds are not provided in cases of chargebacks or disputes initiated through PayPal's Buyer Protection program, or if payments are refunded or invalidated for any reason. In such cases, the participant is responsible for the total lesson fee and any related fees.

10. **Modifications:** Modifications to the purchased plan are limited but may be considered on a case-by-case basis.

11. **Not Insurance:** This plan is not insurance and does not replace insurance obtained by the customer. It is designed to offer flexibility for lesson bookings.

12. **Dispute Resolution and Governing Law:**

Mediation: In the event of any dispute, claim, question, or disagreement arising from or related to this Agreement or the breach thereof, the parties hereto shall first endeavor to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of 60 days, then, upon notice by either party to the other, disputes, claims, questions, or disagreements shall be finally settled by mediation administered by the American Arbitration Association (AAA) under its Commercial Mediation Procedures in Mill Valley, California.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

13. **Contact:** For inquiries, contact Pacific Open Water Swim Co. at 415-737-9870 or via USPS mail at PO Box 566, Mill Valley, CA 94942