Topvabor.com Terms and Conditions

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Welcome to Topvabor.com

We help people research and book travel experiences, share their opinions about these experiences, and chat with others in travel forums. But it's important to know that we're not a travel company, and we don't actually provide these experiences ourselves. When you book something through us, you're buying a tour, ticket, or service directly from another company.

These rules apply to everyone using our services. Please take a moment to read them carefully because they have important information about your legal rights and what you can and can't do. They also explain where any legal disputes would be resolved. If you don't agree with these rules, you can't use our services.

Introduction

1.1 These terms, along with our Privacy Policy, explain the rules for using Topvabor's services. We are Topvabor LLC, a company from Delaware, and when we say 'we,' 'us,' or 'our,' we mean Topvabor.

Our services are provided through our booking platform, which you can access on our website (www.Topvabor.com) and sometimes by phone. When we say 'you,' we mean anyone using our services.

It's important to know that Topvabor isn't a travel agency, and we don't offer tours, activities, or experiences ourselves. When you book something through us, you're actually making a contract with a third-party supplier, not with Topvabor."

- 1.2 If you want to get in touch with Topvabor, you can visit our Customer Care page, which has all the details on how to contact us. You can also send us a letter to this address: Topvabor Office Location.
- 1.3 These rules apply to how you use our services, including any bookings you make for tours, tickets, attractions, activities, or experiences (which we call 'Experiences') that you find on our website. These Experiences are provided by other companies, not us.
- 1.4 When you use our services, book a product, or create an account on our website, you must follow these rules exactly as they are written. You also confirm that you've read and understood them. If you make a booking, it means you accept these rules not just for yourself but for everyone named in the booking.
- 1.5 We can change these rules at any time. If we do, and you keep using our services, it means you agree to the new rules. We'll show the date of the last update at the top of this page, and the new rules start when we post them. It's your job to come back here sometimes and check for any changes.

1.6 The website might have translations provided by Google. Google says these translations might not always be perfect, and they don't guarantee they're right or suitable for any specific purpose

"Using the Services:

- 2.1 When you use our services, you promise that (i) all the information you provide is true, correct, up-to-date, and complete, and (ii) you're at least 13 years old. We don't knowingly collect information from anyone under 13.
- 2.2 You can only use our services for personal, non-business reasons or to book things honestly. You can't use it to make up fake requests or bookings.
- 2.3 You also promise that you (a) haven't been banned by us before, (b) aren't working for a company that competes with us, (c) won't create more than one account, and (d) have the right to agree to these rules without breaking any other agreements.
- 2.4 We can decide to stop anyone from using our services at any time and for any reason if they break these rules.
- 2.5 When you use our website, you might see content that's offensive, wrong, or just not good. We don't support or guarantee the accuracy of that content. So, if you use our website, it's at your own risk.".

Topvabor Accounts:

- 3.1 You might need to create a Topvabor Account and give us some information about yourself, especially when you're booking something. You must keep your account password and login details secret, and you're responsible for everything that happens with your account. If you think someone's using your account without permission, tell us right away.
- 3.2 Your Topvabor Account is just for you. You can't pretend to be someone else, create accounts for other people, use someone else's email or details, or make lots of accounts.
- 3.3 We can decide to stop you from using your Topvabor Account or our services at any time and for any reason without telling you beforehand. For instance, if you're not using our website correctly, we might do this. If we do this, you might not be able to use your account, the website, or other information.

- 3.4 You can stop using your Topvabor Account whenever you want by asking us to close it and not using our services anymore. If you close your account, we might still show things you've shared on the website, and we're not required to remove them.
- 3.5 When you use our services, you need to know: (1) we're not responsible if someone makes bookings without your permission using your account, and (2) if someone uses your account without permission, you might be responsible to us and other users."

Website Rules:

- 4.1 Everything on the website, like messages, data, pictures, and more (we call it 'Website Content'), belongs to us. You can't change, copy, share, or sell any of it without our permission.
- 4.2 You also promise not to do these things or help others do them:
- a. Use the website for business or illegal stuff.
- b. Use robots or other tools to grab lots of stuff from the website without asking us.
- c. Ignore the website's rules for robots or try to get around them.
- d. Do anything that could slow down or overload our website.
- e. Link to our website in a way that's not allowed.
- f. Use our website inside another website without asking us.
- g. Try to mess with our software.
- h. Use the website to threaten, harass, or hurt others.
- i. Send spam or other annoying messages.
- j. Use the website to cheat, like by swapping reviews with other businesses.
- k. Promote hate or discrimination.
- I. Steal or misuse someone else's ideas or work.
- m. Share illegal stuff or adult content.
- n. Try to get personal info from kids or harm anyone, including kids.
- o. Try to sneak into the website, steal passwords, or do anything tricky.
- p. Send viruses or harmful computer stuff.
- q. Use anything that messes up how the website works.
- r. Try to break into computer networks or get secret passwords.
- s. Mess with the website's security or harm it.

t. Take away or damage the website's security features, content protections, or limits on how you can use it.

Electronic Communications:

- 5.1 When you use the Topvabor website or send us emails, texts, or messages from your computer or phone, you're talking to us electronically. This means we might talk back to you through email, app notifications, or by putting messages on the website. You can stop getting marketing emails by sending an email to unsubscribe@topvabor.com, but we might still send you important messages about your bookings.
- 5.2 We share some of your information with other companies in our group to let you know about special deals, products, and services that you might like. We'll do this through newsletters and marketing messages. This helps us understand what you like and make our services better for you.

Content:

- 6.1 You and other people who use the website can add stuff to it in different ways, like writing reviews, posting pictures, and more (we call it 'User Content'). We can use User Content in various ways, such as showing it on the website, changing it, translating it, and even using it in ads or other things. When you share User Content, you're giving us and our partners the right to use it for these purposes.
- 6.2 When you share User Content, you're giving us and our partners a bunch of rights to use it, like changing it, sharing it, and even using your name along with it. We might also give you credit for your User Content, but that's up to us. You agree that User Content isn't private or yours alone. If you have special rights in your User Content, you agree not to enforce those rights.
- 6.3 Sometimes, we might show ads or other things next to your User Content on the website. You won't get paid for this, and we can change how this works without telling you.
- 6.4 The website has areas where you can talk with others (we call them 'Interactive Areas'). You're responsible for what you say or share in these areas. When using them, you agree not to post anything that's illegal, hurtful, false, or violates someone else's rights. You also can't use these areas for advertising or trying to get personal information from others.
- 6.5 You are the one responsible for what you share in User Content. You need to make sure it's accurate and not harmful. You should only share things you have the

right to share. You can't say that Topvabor endorses what you share unless we say so.

- 6.6 We don't take responsibility for User Content, and we're not responsible if someone relies on it or if you share personal information in User Content.
- 6.7 We don't have to check or edit User Content, but we can remove it or change it at any time if we want to, even without telling you. You should keep backups of your User Content because we're not responsible for keeping it for you, and we don't promise it'll be private.
- 6.8 If you break these rules by using Interactive Areas in the wrong way, we can stop you from using them or using the website.

Links to Other Websites:

- 7.1 The website might have links to other websites run by different companies (we call them 'Third Party Sites'). These links are just there for you to check out. They don't mean we support or are connected to those websites in any way.
- 7.2 We don't control Third Party Sites, and we're not in charge of what's on them or how they handle your information.
- 7.3 You should make sure that any links you click on and any software you download from the website or Third-Party Sites doesn't have any harmful stuff like viruses.
- 7.4 Sometimes, you might be asked if you want to connect your Topvabor profile to a profile on another website. It's your choice, and you can turn it off later by talking to the other website.

Software on the Website:

- 8.1 The software on our website is controlled by the United Arab Emirates government. You can't download or use the software if you're in countries which is in black listed by government. When you use our website, you're saying that you're not in any of those places or on those lists.
- 8.2 If there's any software you can download from our website, like apps or programs, it belongs to us or others, and it's protected by copyright laws. You can only use it if you agree to the rules in the License Agreement that comes with it, if there is one. If there's no License Agreement, you can use the software only for using our website and following our rules.
- 8.3 You can't copy or share the software in ways that break copyright laws. Doing that can lead to serious legal consequences.
- 8.4 Specifically, you can't copy the software to another server or place to share it or use it somewhere else. The software only comes with the warranties mentioned in the License Agreement, if there is one.

Copyright and Trademarks:

- 9.1 Except for things from other people, everything on our website, like the design, code, and other stuff, belongs to Topvabor, LLC. You can't copy or use it without our permission. The names and logos on the website are also trademarks of Topvabor or others, and you can't copy or use them without permission.
- 9.2 If you think someone is using your brand or our brand without permission, you can contact us and follow our Copyright Complaint Policy.

Products and Booking Reservations:

- 10.1 Topvabor offers a platform where you can book services provided by third-party companies ("Suppliers"). Topvabor is not one of these Suppliers. When you book a service, you're making an agreement directly with the Supplier, not Topvabor. Topvabor acts as a middleman, helping you connect with the Supplier. The terms and conditions for the service you book are set by the Supplier, and you need to follow those rules.
- 10.2 When you book a service, you need to follow the rules set by the Supplier, which we call 'Supplier Terms.' If there's a conflict between the Supplier Terms and Topvabor's terms, Topvabor's terms take precedence. Keep in mind that any issues or problems with the service are between you and the Supplier, and Topvabor isn't responsible.
- 10.3 Topvabor is not a travel agency and doesn't own or provide any of the services you book. We provide information about services and help with bookings, but that doesn't mean we endorse or recommend any of the Suppliers. Even if users review and rate services, Topvabor doesn't endorse them. We're also not responsible for the accuracy of information from Suppliers on our website.
- 10.4 By booking a service, you promise that you're at least 18 years old, you have the legal authority to make the booking, and all the information you provide is true and correct. You should only use the platform for legitimate bookings for yourself or for others if you have the legal right to do so.

Pricing:

- 11.1 The price for each service is per person unless it says otherwise.
- 11.2 Prices are based on the cost in the local currency at the time we give you a quote, converted to your currency at the current exchange rate. More details on currency conversions are in Section 12.
- 11.3 Prices might change before you make a booking.

- 11.4 Prices usually don't include local taxes or fees like departure charges, security fees, or other government fees.
- 11.5 What's included in the price depends on the Supplier. Generally, prices don't cover tips, passport and visa fees, personal insurance, personal expenses, taxes, duties, or any food or drinks unless the Supplier says so.

Currency Conversions

12.1 If Topvabor provides a currency converter, currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified, and actual rates may vary. Currency quotes may not be updated on a daily basis, and Topvabor and its affiliates do not warrant or guarantee accuracy. Topvabor shall not be liable to you if prices change due to currency fluctuations.

Payments:

- 13.1 When you book a service, we collect your payment info and process it, acting as the go-between for the Supplier. You need to pay for the service with a credit or debit card, and it will show up on your statement as Topvabor.
- 13.2 The total cost of your booking might include taxes, fees, and currency conversion charges. Your bank or card company might convert the payment into the local currency and add fees, which can make the final charge different from what you see on our platform. If you're unsure about these charges, it's a good idea to contact your bank or card company.

Payment Processing:

- 14.1 Topvabor uses different entities for payment processing, depending on your payment method and location.
- 14.2 If you pay with a credit or debit card, and your payment goes through a United Arab Emirates processor, typically handles it. These details are on your payment statement. So, the agreement about your booking depends on who processed your payment.

Changes and Cancellations by You:

- 15.1 Once you've bought a Product, you usually can't change or cancel it for a refund. There might be exceptions mentioned in the Product's terms and conditions.
- 15.2 Normally, you can request changes or cancellations up to 24 hours before the start time of your Booking, or by 11:59 pm two days before the start date if there's no specific start time mentioned. The timing is based on the Experience's time zone.
- 15.3 Some Products are marked as 'All Sales Final' or with similar messages. These are non-refundable, and you can't change or cancel them after booking. A few Products have different cancellation rules. Always check the specific cancellation policy for the Product you're booking.
- 15.4 If you want to make a change, like a date change, do it online through the 'Manage My Booking' section on the website. Topvabor usually doesn't charge for changes made by the deadline mentioned in the Product listing. But the Supplier might have their own fee, and you'd have to pay that if you want the change.
- 15.5 Topvabor can only process Change Requests if the Supplier agrees and has availability. There's no guarantee the change will be possible. If the Supplier can't accept the change, your refund (if any) follows the cancellation terms for your Booking.
- 15.6 If you used a promo code or got a discount during booking, changing your Booking might cancel that discount.
- 15.7 Once an Experience starts or if you've already used part of a Product like accommodation, meals, or other services, you can't get a refund.

Other Changes and Cancellations:

16.1 Sometimes, a Supplier might change things about a Product you've already bought, like the date, price, what's included, who can join, or other details. If this happens, Topvabor, acting on behalf of the Supplier, can cancel, modify, or swap your Product for another one. If the change is significant (like a big date change or a major change to the plan), and you're not happy with the alternative offered, you can get a full refund of what you paid originally.

16.2 In certain cases, we might decide it's necessary to protect our interests, the Supplier's interests, or your interests, which could lead to us stopping our Services. This could override the Product's cancellation policy, effectively canceling your Booking. We might also decide to refund some or all of the money you paid. You agree that neither we nor the Supplier will be responsible for these cancellations or refunds.

Passports, Visas & Insurance

- 17.1 When you make a Booking, you are responsible for ensuring that you meet all foreign entry requirements and that your travel documents, including passports and visas, are in order.
- 17.2 For applicable passport and visa requirements, you should consult the relevant embassy or consulate for information. Such requirements may change at any time, and it is your responsibility to check for up-to-date information before making a Booking and before your departure. Topvabor accepts no liability in connection with any person who is refused entry onto a flight or into any country, including countries such person may just be passing through route to their destination.
- 17.3 As visa and health requirements are subject to change without notice, Topvabor recommends that you verify health and visa requirements with the appropriate consulate prior to departure. It is also your responsibility to consult your physician for current recommendations on inoculations before you travel internationally, and to ensure that you meet all health entry requirements and follow all medical guidance related to your trip.
- 17.4 Topvabor strongly recommends that you purchase a comprehensive travel insurance policy prior to departure to protect your Product purchase. If you cancel your trip or significantly alter travel dates, your travel insurance policy may reimburse the cost of cancellation fees and related expenses. Please review your travel insurance policy carefully for related terms and conditions.
- 17.5 Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Topvabor urges customers to investigate and review travel prohibitions, warnings, announcements and advisories issued by the United Arab Emirates and destination country governments prior to booking travel to international destinations.
- 17.6 TOPVABOR DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO ANY DESTINATION IS ADVISABLE OR WITHOUT RISK, AND TOPVABOR IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

Our Responsibility:

- 18.1 Please read this carefully. This section explains how Topvabor's responsibility is limited if you encounter problems while using the services. If you don't understand these terms, it's a good idea to consult a lawyer before using the services.
- 18.2 Sometimes, the information, content, software, platform, and services provided by Topvabor may have mistakes or errors, including errors related to reservation availability and pricing. Topvabor and its affiliated companies do not guarantee the accuracy of this information and they are not responsible for any errors. Topvabor can also fix errors in pricing and availability even after you've booked a product.
- 18.3 Topvabor and its affiliated companies don't make any promises about the information, content, software, platform, products, and other services being suitable for any particular purpose. They provide all these things "as is" without any warranty. They also don't guarantee that the platform is free from viruses or other harmful stuff. In other words, use the services at your own risk.
- 18.4 The suppliers (the companies or people offering the products) are independent from Topvabor and its affiliated companies. Topvabor and its affiliated companies are not responsible for any mistakes, accidents, or bad behaviour by these suppliers. If something goes wrong during your booking or use of a product, like an injury or damage to your property, it's not Topvabor's fault.
- 18.5 Topvabor and its affiliated companies are not responsible for delays, cancellations, overbooking, strikes, or things like natural disasters that are beyond their control. They're also not responsible for any extra costs you might have because of these issues or if a government or authority gets involved.
- 18.6 In no event, which means under no circumstances, can Topvabor and its affiliated companies (or their officers, directors, and affiliates) be held responsible for any kind of damages beyond a certain amount. That amount is either the total you paid Topvabor for the booking that caused the problem or \$100, whichever is greater.
- 18.7 These limits on responsibility apply even if Topvabor or its affiliated companies have been warned that these kinds of damages could happen. These limits on responsibility stay in place even if any other solutions mentioned in these terms don't work out. These limits benefit Topvabor and its affiliated companies.

Your Responsibility:

- 19.1 You agree to protect and compensate (pay for any legal costs or damages) Topvabor, the Topvabor Group Companies, and all their officers, directors, employees, and agents if they get into any trouble because of:
- a. You are breaking these terms or any other documents mentioned here.
- b. You are breaking any laws, rules, regulations, or guidelines.
- c. You are harming or taking away the rights of a third party, like their rights to privacy or publicity.
- d. You are using the services, including the website.
- e. You are booking or using any product.
- f. You not being careful or intentionally doing something wrong."

Worry-free Shore Excursions:

- 20.1 If you buy a 'Worry-free Shore Excursion' and you are not returned to your cruise ship in time to board (through no fault of your own), Topvabor will arrange transport for you to the next port of call.
- 20.2 This policy only works if the delay isn't your fault, and you haven't changed your excursion plans.
- 20.3 To use this policy, you must give Topvabor the right information about your cruise ship's arrival and departure times, and there must be at least 2 hours between the end of your excursion and your ship's departure time. You can't make your own travel plans; you have to contact Topvabor to arrange it.
- 20.4 If you're eligible, Topvabor will help book your travel to the next port of call, but they won't spend more than \$1,000 per person.
- 20.5 If your ship misses a port or is delayed and you have a 'Worry-free Shore Excursion,' contact Topvabor within 14 days. If they confirm the ship's schedule issue, they'll give you a refund.

Topvabor Tickets:

- 21.1 When you book a Product, you'll get a Topvabor-branded ticket or a voucher from the Supplier. You can access and print your Ticket from a secure webpage on Topvabor's website. Some Bookings may give you an electronic Ticket instead of a paper one.
- 21.2 To use your Product, you must have the original Ticket. Without it, you can't use your Booking. Make sure to read the Booking terms to know what the Supplier needs for Ticket presentation.
- 21.3 When you redeem your Ticket, you'll need to show a valid photo ID and sign the Ticket for security.
- 21.4 In some cases, the Supplier might also want you to show the payment card you used to book the Product. This is more common for attraction and show tickets. If you're not sure about this requirement, contact Topvabor's Customer Care team.

General Provisions:

- 22.1 You agree that these Terms of Use don't create a business partnership, agency, or job relationship between you and Topvabor.
- 22.2 Topvabor has to follow the law and government requests regarding your use of the Services. If you have a legal claim related to the Services, you need to bring it within two years from when the issue happened.
- 22.3 If a part of these Terms of Use is found to be invalid under the law, that part will be replaced with a valid provision that matches the original intent, and the rest of the Terms will still apply.
- 22.4 These Terms of Use are the complete agreement between you and Topvabor regarding the Services, replacing any previous agreements. Printed versions of these Terms are acceptable in legal proceedings.
- 22.5 Anything not explicitly granted in these Terms is reserved.