



**LAST UPDATED: August 9, 2023**

**Cancellation Policy** These terms and conditions govern the Fathom Charters Cancellation Policy (the "Cancellation Policy") available to Renters and Owners through the Services. Fathom Charters has standardized cancellation policies that we will enforce to protect both Renter and Boat Owner. Each party has the ability to cancel at any time. The fee schedule will be determined on the policy selected by the Owner and when the cancellation occurs in relationship to the reservation dates. The cancellation policies are as followed:

- Free cancellations until 5 days before the booking start date.
- 50% refund of booking charges for cancellations between 2-5 days before the booking start date.
- Booking charges for cancellations within 2 days of the booking start date are non-refundable.

#### **COVID-19**

We no longer allow free cancellations for COVID-19 (Coronavirus). All restrictions around COVID-19 have been lifted. In the event you have to cancel a charter due to COVID-19, you will have to pay a rescheduling fee equal to the deposit amount.

**Extenuating Circumstances:** If a cancellation must be made outside the above time frames, Fathom Charters will consider exceptions provided certain extenuating circumstances are shown. For the following extenuating circumstances, the Renter will receive a 100% refund and the Boat Owner will not receive payment. Either party is able to cancel by contacting via a support ticket to provide documentation to support the cancellation.

Some examples of acceptable extenuating circumstances: A booking is within 150 miles of a named or numbered storm. Safety-related cancellations stemming from the event of lightning, thunderstorms, heavy rain, or heavy wind within eight (8) hours of the time the of the scheduled rental. Death in the family. Natural disaster. Political Unrest. An issue with the Boat that causes your rental to end prematurely that is deemed to be the responsibility of the Owner. For such occurrences when the vessel is hired for multiple days a cancellation will be processed, pro rata, for the remainder of the rental if the condition is not fixed within 20% of the total remaining rental time, calculated from the first tender of notice to the Owner regarding the condition, which has made the vessel inoperable. Owner cancellation, no-show, or no access to the boat. In this case, the boat Owner may be subject to penalties. A problem arises during rental that causes the Renter to end the rental, and is determined to be due to negligence of the Owner. In this case, the boat Owner may be subject to penalties. If the description of the Boat in the listing on the Site is materially inaccurate with respect to:

the size of the Boat (e.g., number and size of the seating capacity, make, or model)  
if another party, including the Owner, is using the Boat during the reservation

special features represented in the listing description are not provided or do not function, such as engines, water, lights, bathrooms (toilet/shower/bathtub), kitchen (sink/stove/refrigerator or major other appliances), and electrical, heating or air condition systems  
the physical location of the Boat (proximity)

In some cases, Fathom Charters may need to cancel a trip after booking to protect our users against fraud or for trust and safety considerations. Fathom Charters will notify both owners and renters in such an event. When Fathom Charters must cancel a trip, renters will receive a full refund and owners are generally not eligible for earnings.

**Charters Outside of the United States**All bookings outside of the United States follow the Strict cancellation standard unless otherwise stated within their boat description.

**Minimum Quality Standards & Owner Responsibilities**If you are an Owner, you are responsible for ensuring that the Boats you list on the Services meet minimum quality standards regarding access, adequacy of the description on the Services, safety, cleanliness, and do not present a Renter with travel issues. During the 24-hour period following the Renter's check-in, Owners should be available, or make a third-party available, in order to try, in good faith, to resolve Renter issues.

**Boat Owner Penalties**We reserve the right to penalize Owners that cancel reservations or don't meet minimum quality standards with the following penalties:

Black out the dates of canceled reservations

Apply fees equal to the Service Fees if there are more than one cancellation within a 6 month period

Lower the ranking of the boat listing in search results

Leave a review on the listing that the Owner canceled a rental.

**General Provisions****No Assignment/No Insurance**This Cancellation Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by the Renter, and the Renter has not paid any premium in respect of the Cancellation Policy. The benefits provided under this Cancellation Policy are not assignable or transferable.

**Modification or Termination** Fathom Charters reserves the right to modify or terminate this Cancellation Policy, at any time, in its sole discretion, and without prior notice. If Fathom Charters modifies this Cancellation Policy, we will post the modification on the Services or provide you with notice of the modification and Fathom Charters will continue to process all pending refunds/disputes made prior to the effective date of the modification.

**Entire Agreement and Definitions**This Cancellation Policy constitutes the entire and exclusive understanding and agreement between Fathom Charters and you regarding the Cancellation Policy and supersedes and replaces any and all prior oral or written understandings or agreements between Fathom Charters and you regarding the Cancellation Policy. Capitalized

terms not otherwise defined herein shall have the meaning set forth in the Fathom Charters Terms of Service.

**Controlling Law** This Cancellation Policy will be interpreted in accordance with the laws of the State of Florida and the United States of America, without regard to its conflict-of-law provisions.

**Limitation of Liability** IN NO EVENT WILL Fathom Charters'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS Fathom Charters POLICY TERMS, EXCEED THE AMOUNT OF THE BOAT FEES COLLECTED BY Fathom Charters FROM THE RENTER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE AND AGREE THAT, BY POSTING A LISTING OR BOOKING A BOAT OR OTHERWISE USING THE SERVICES AS AN OWNER OR RENTER, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE POLICY TERMS.