

Terms of Service

Last Updated: March 11, 2026

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User" or "you") and 2639013 ALBERTA CORP. operating as FEELITGIFTS ("Feelit", "we", "us", or "our"), a company incorporated under the laws of the Province of Alberta, Canada.

1. Introduction

Welcome to Feelit. These Terms govern your access to the Feelit website (the "Platform"), as well as the purchase, activation, exchange, booking, and use of experience certificates ("Experience Certificates"), gift certificates ("Gift Certificates"), Feelit credits, and other services offered through our Platform.

By accessing or using the Platform, making a purchase, activating a certificate, or using any Feelit product or service, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must cease using the Platform immediately.

Feelit is an online platform that offers a curated selection of experiences and connects customers with independent third-party service and experience providers ("Providers"). Unless expressly stated otherwise, Feelit is not the direct provider of any specific experience or service but acts as an intermediary between the customer and the partner Provider.

Participation in any experience may be subject to additional rules, requirements, and restrictions established by the respective Provider. By booking or participating in an experience, you agree to comply with the terms and policies of the respective Provider in addition to these Terms.

2. User Capacity

By using the Feelit website or making a purchase, you confirm that you have reached the age of majority according to the laws of your province or territory of residence, or that you have the legal right to enter into binding contracts.

If you are making a purchase on behalf of another person or organization, you confirm that you have the authority to act on their behalf and bind them to these Terms of Service.

Feelit reserves the right to refuse service, suspend access to the platform, or cancel orders if it is determined that the user does not meet the requirements of capacity or violates these Terms of Service.

3. Definition of Terms

For the purposes of these Terms of Service, the following terms shall have the meanings set forth below, unless the context expressly implies otherwise:

* 3.1. "Feelit", "Company", "we", "us", "our" means the Feelit online platform, operating under the trade name Feelitgifts, as well as the respective legal entity managing the website, certificate sales, customer interaction, and the organization of access to experiences offered through the platform.

* 3.2. "Platform" or "Feelit Platform" means the Feelit website, all associated digital pages, services, functions, personal accounts, order forms, activation tools, booking, exchange, payment, customer support, and other tools through which Feelit offers or administers its products and services.

* 3.3. "User" means any individual or legal entity that visits the Platform, uses it, places an order, purchases, receives, activates, exchanges, books, or uses any Feelit product or service.

* 3.4. "Purchaser" means the person who purchased an Experience Certificate, Gift Certificate, Feelit Credit, or any other product or service through the Feelit Platform, regardless of whether such person is the subsequent user or recipient of the respective product.

* 3.5. "Recipient" means the person who receives an Experience Certificate, Gift Certificate, Feelit Credit, or other Feelit product as a gift, as a result of a transfer from the Purchaser or in another permitted manner, and who has the right to use it in accordance with these Terms of Service.

* 3.6. "Certificate Holder" means the person who legally possesses a valid Experience Certificate, Gift Certificate, or Feelit Credit and has the right to activate, exchange, book, or use it in accordance with these Terms of Service.

* 3.7. "Experience Certificate" means an electronic, digital, or, if available, physical Feelit certificate that grants its Holder the right to receive a specific experience, experience package, or defined service offered through the Feelit Platform, in accordance with the description, price, validity period, activation terms, booking conditions, and the rules of the respective provider. An Experience Certificate may be purchased for personal use or as a gift, and may also be exchanged for another experience in the manner provided by these Terms of Service.

* 3.8. "Gift Certificate" means a Feelit certificate that can be used to purchase one or more experiences available on the Feelit Platform, within the nominal or credited value of such certificate and in accordance with the prices, availability, activation terms, and these Terms of Service in effect at the time of use. A Gift Certificate is not a bank product, is not a general-purpose payment instrument, and is not exchangeable for cash except in cases expressly provided by applicable law or these Terms of Service.

* 3.9. "Activation" means the procedure for registering, confirming, or linking an Experience Certificate or other relevant product in the Feelit system, which is carried out through the Platform prior to booking an experience with a provider. Activation may include entering a certificate number, confirming Holder details, selecting an experience, exchanging a certificate, or other actions necessary for subsequent booking or use.

* 3.10. "Booking" means the process of reserving a specific date, time, location, or format for an experience with the respective provider after the certificate has been activated, which may be carried out through the Feelit Platform, directly through the provider, or in another manner determined by Feelit or the provider. A booking is considered completed upon confirmation by the respective provider or at another moment expressly defined by the booking rules applicable to the specific experience.

* 3.11. "Experience" means an entertainment, gift, event, tourist, sports, wellness, gastronomic, creative-artistic, educational, or other service or activity offered through the Feelit Platform by independent providers and which can be purchased, gifted, activated, or used via an Experience Certificate, Gift Certificate, or Feelit Credit.

* 3.12. "Provider", "Partner", "Experience Provider" means an independent third party, entrepreneur, company, establishment, organization, or other entity that actually provides, organizes, conducts, or ensures the respective experience or service presented on the Feelit Platform. A Provider is not an employee, agent, or representative of Feelit unless expressly stated otherwise in writing. Each provider operates based on its own rules, requirements, safety standards, availability terms, rescheduling, cancellation, and participation policies.

* 3.13. "Order" means any request placed through the Feelit Platform for the purchase of an Experience Certificate, Gift Certificate, Feelit Credit, product, service, or other product, which is considered accepted by Feelit after payment confirmation or at another moment expressly determined by the order processing rules.

* 3.14. "Price" means the cost of an Experience Certificate, Gift Certificate, experience, product, or service as indicated on the Feelit Platform at the time of placing the Order, excluding or including taxes, fees, or other mandatory payments depending on the method of price display on the Platform and the requirements of applicable law.

* 3.15. "Promo Code" or "Promotion" means any promotional, bonus, discount, or special mechanism offered by Feelit that may provide a discount, credit, additional benefit, or other advantage under the terms determined by Feelit for a specific promotion.

* 3.16. "Content" means all texts, descriptions, logos, trade designations, names, images, photographs, graphics, videos, audio materials, design, site structure, software code, databases, interface elements, and other materials posted on the Feelit Platform or related to its functioning.

* 3.17. "Business Day" means any day except Saturday, Sunday, and official holidays in the Province of Alberta, unless expressly stated otherwise in these Terms of Service or in separate Feelit rules.

* 3.18. "Applicable Law" means the laws of the Province of Alberta and the laws of Canada applicable to the activities of Feelit, these Terms of Service, the rights and obligations of the parties, as well as individual transactions, payments, consumer rights, confidentiality, and e-commerce.

3.19. Interpretation

Unless the context otherwise requires:

- * Words in the singular include the plural, and words in the plural include the singular;
- * References to a person include individuals, corporations, partnerships, organizations, and other legal forms;
- * Section headings are used solely for convenience and do not affect the interpretation of these Terms of Service;
- * The words "includes", "including", "in particular", or similar expressions mean "includes, but is not limited to."

4. Description of the Feelit Platform and the Role of Feelit

4.1. Feelit Online Platform

Feelit is an online platform that provides users with the opportunity to review offers for various experiences, purchase experience certificates, activate them, exchange them, book them, and use the respective services provided by independent third-party providers.

The Feelit Platform provides the technological infrastructure through which users can:

- Browse available experiences;
- Purchase Experience Certificates or Gift Certificates;
- Activate certificates;
- Exchange certificates;
- Obtain information about providers;
- Make bookings in accordance with the rules of a specific provider;
- Interact with Feelit customer support.

4.2. Feelit's Status as an Intermediary Platform

Feelit acts exclusively as an online platform and an intermediary that connects users with independent experience providers.

Unless expressly stated otherwise, Feelit is not the organizer, operator, or direct executor of most experiences presented on the Platform.

Experiences, services, and events are actually provided by independent providers who independently organize, conduct, or ensure the respective activities.

4.3. Contractual Relations Between User and Provider

Upon activation of the certificate and booking of a specific experience, the legal relationship regarding the provision of the respective service arises directly between the user and the experience provider.

Feelit is not a party to the contract regarding the actual provision of the experience, except in cases where this is expressly stated in the respective service description.

Providers may have their own rules, safety policies, participation requirements, age restrictions, medical requirements, and rescheduling or cancellation policies. The user agrees to comply with the rules of the respective provider during booking and participation in the experience.

4.4. Independence of Providers

All providers presented on the Feelit Platform are independent business entities or organizations that act independently and are not employees, agents, representatives, or contractors of Feelit, unless otherwise expressly provided by a written agreement.

Feelit does not control or manage the daily activities of providers, including:

- The method of conducting the experience;
- Use of equipment;
- Safety standards;
- Staff qualifications;
- Operational procedures;
- Scheduling and availability.

4.5. Experience Information

Feelit makes reasonable efforts to ensure that the information, descriptions, and images of experiences on the Platform are accurate and up-to-date.

However, the actual characteristics of an experience may change depending on:

- The provider;
- The location;
- Weather conditions;
- Seasonality;
- Operational changes;
- Technical or other circumstances.

Providers are responsible for the accuracy, completeness, and relevance of information regarding their services.

4.6. No Guarantee of Availability

Feelit does not guarantee the constant availability of any specific experience, location, or provider.

Providers may change, temporarily suspend, or terminate the provision of certain experiences for reasons beyond Feelit's control. If a specific experience becomes unavailable, Feelit may offer alternative options or the possibility of exchanging the certificate in accordance with these Terms of Service.

4.7. Feelit Technological Services

Feelit provides users with technological and administrative services, which may include:

- Order processing;
- Certificate management;
- Certificate activation;
- Provision of payment infrastructure;
- Customer support;
- Information mediation between the user and the provider.

Feelit is not responsible for the quality, safety, or actual execution of experiences by providers, except as expressly provided by applicable law.

4.8. Acceptance of Platform Role

By using the Feelit Platform, or by purchasing or using a certificate, the user acknowledges and agrees that Feelit:

- Acts as an online platform and intermediary;
- Is not the executor of most experiences;
- Is not directly liable for the activities of independent providers;
- Provides the technological infrastructure for interaction between users and providers.

5. Feelit Certificates

5.1. General Provisions on Certificates

Through the Feelit Platform, users may purchase various types of certificates, including Experience Certificates and Gift Certificates, in accordance with these Terms of Service, specific product descriptions, activation terms, exchange rules, and information posted on the Platform at the time of purchase.

Each Feelit certificate is a limited-purpose digital or, if available, physical product that grants its legal Holder the right to activation, exchange, booking, or use of the respective experience or credit as provided in these Terms of Service.

Feelit certificates are not bank products, deposits, insurance products, securities, electronic money, or general-purpose payment instruments, unless otherwise expressly required by applicable law.

5.2. Experience Certificates

An Experience Certificate grants the Holder the right to receive a specific experience, experience package, or defined service selected on the Feelit Platform, subject to the validity period, activation rules, provider availability, booking conditions, participation requirements, and these Terms of Service.

Each Experience Certificate may contain or be associated with information regarding:

- The name and description of the experience;
- A unique certificate number or identifier;
- Validity period and activation procedure;
- Cost or assigned value;
- Special conditions (if applicable);
- Information on restrictions, availability, or provider requirements.

An Experience Certificate may be purchased for personal use or as a gift for another person, unless otherwise expressly stated for a specific product or promotion.

5.3. Gift Certificates

A Gift Certificate grants the Holder the right to use the credited value to purchase one or more experiences available on the Feelit Platform, based on the certificate's face value, current prices at the time of use, activation rules, availability, and these Terms of Service.

A Gift Certificate may only be used within the Feelit Platform and only for products or services for which Feelit expressly permits such use.

Unless otherwise expressly stated by Feelit or required by law, a Gift Certificate:

- Cannot be exchanged for cash;
- Is not redeemable for monetary value;
- Cannot be used outside the Feelit Platform;
- Does not create a right for the user to demand payment of the face value in cash.

5.4. Form of Certificates

Feelit certificates may exist in electronic, digital, email, personal account-based, or (if expressly provided by Feelit) physical form.

Feelit reserves the right, at its sole discretion, to determine:

- The format and display method of the certificate;
- The delivery method;
- The procedure for verifying validity;
- Technical security elements of the certificate.

An email, digital code, unique number, QR code, or record in the user's account as defined by Feelit shall be considered a proper form of a certificate or proof of the right to use it.

5.5. Purchase of Certificates

A certificate is considered purchased after successful Order placement, payment confirmation, and, if necessary, additional verification by Feelit or the payment provider.

Feelit reserves the right to:

- Refuse the processing or fulfillment of an Order;
- Request additional confirmation of identity or payment data;
- Suspend the issuance or delivery of a certificate;
- Cancel a transaction or temporarily limit access to a certificate,

if there is suspicion of fraud, unauthorized use of a payment method, violation of these Terms of Service, technical error, misuse of promo codes, or any other risk to Feelit, its users, or the payment infrastructure.

5.6. Transfer to Third Parties

Unless otherwise expressly stated in the description of a specific product or promotion, Feelit certificates may be transferred to another person as a gift or through other permitted means.

The person to whom the certificate is transferred is deemed to accept the certificate and agree to these Terms of Service from the moment of activation, booking, use, or other factual acceptance of the certificate.

The Purchaser or transferor is responsible for the accuracy of the recipient's contact details (email, phone number, etc.).

Feelit is not responsible for incorrect contact data, delivery delays, "spam" filtering, or other circumstances beyond

Feelit's control.

5.7. Right to Use the Certificate

The right to use a certificate belongs only to its legal Holder who possesses a valid certificate number, access to the certificate, or other proper proof of ownership.

Feelit reserves the right to request proof of the right to use a certificate if there is a reasonable suspicion of:

- Unauthorized access or theft;
- Dispute over certificate ownership;
- Double-use or fraudulent activities.

In the event of a dispute over legal ownership, Feelit may temporarily suspend the ability to activate, exchange, or use the certificate until the circumstances are clarified.

5.8. Uniqueness and Validity

Each certificate has a unique identifier (number, activation code, QR code). A certificate is valid only if it:

- Was properly issued by Feelit;
- Has not been canceled, blocked, or already used (if single-use);
- Was not obtained through fraud or technical error.

Feelit may invalidate a certificate if it is found to be altered, copied, forged, or used in violation of these Terms.

5.9. Use Restrictions

Unless otherwise stated, certificates:

- May not be used for commercial resale;
- May not be distributed as part of unauthorized promotional or affiliate schemes;
- May not be used to circumvent Feelit's rules, prices, or procedures.

5.10. Connection to Specific Experiences or Value

Depending on its type, a certificate may be linked to a specific experience, a package, a credited value, or a specific catalog selection. The scope of rights is determined by the certificate type and the description provided at the time of purchase.

5.11. Divisibility and Partial Use

Unless expressly stated otherwise, an Experience Certificate for a specific service is generally not divisible into multiple experiences and cannot be partially used. Feelit may establish separate rules for the divisibility of Gift Certificates and balances.

5.12. Certificate Delivery

Delivery may occur via email, digital download, or physical delivery (if available). Delivery times are estimates. Feelit does not guarantee instant delivery in all cases. Risk of loss or unauthorized access passes to the Purchaser or Recipient upon Feelit's successful transmission of the digital certificate to the provided contact details.

5.13. No Guarantee of Perpetual Availability

Purchasing a certificate for a specific experience does not guarantee that such experience, provider, or location will remain unchanged or available throughout the certificate's validity. If an experience becomes unavailable, Feelit may offer an alternative experience or an exchange.

5.14. Promotional and Special Offer Certificates

Certificates obtained through promotions, contests, or corporate programs may be subject to additional terms regarding validity, transferability, refunds, and exchanges. In case of conflict, special promotional terms prevail over these general Terms.

5.15. Right to Audit, Block, and Annul

Feelit may audit the validity and origin of any certificate. Feelit may block or annul a certificate in case of fraud, payment chargebacks, or violations of these Terms. Feelit is not liable for losses resulting from these protective measures taken in good faith.

5.16. Finality of Certificate Rights

A Feelit certificate grants only those rights expressly provided in its description, these Terms, and applicable law. No wording on the Platform shall be interpreted as creating additional rights or guarantees not expressly stated.

6. Certificate Activation

6.1. Necessity of Certificate Activation

Prior to booking or using any experience, the Certificate Holder must complete the certificate activation procedure through the Feelit Platform, unless otherwise expressly stated by Feelit.

A certificate that has not been activated within the Feelit system cannot be used to book or receive an experience from a provider. Experience providers reserve the right to accept only activated and valid certificates.

6.2. Activation Procedure

Certificate activation is performed via the Feelit Platform and may include one or more of the following steps:

- Entering the unique certificate number;

- Confirming the user's contact information;
- Selecting the corresponding experience;
- Exchanging the certificate for a different experience;
- Confirming the terms of use.

Feelit reserves the right to determine the technical activation procedure, the necessary steps, and the requirements for completing this process.

6.3. Confirmation of Activation

A certificate is considered activated upon the successful completion of the activation procedure on the Feelit Platform.

Once activated, the certificate may be:

- Used to book an experience;
- Exchanged in accordance with Feelit's rules;
- Linked to a specific experience.

Feelit may provide confirmation of activation via email, a digital voucher, a QR code, or another digital identifier.

6.4. Link Between Activation and Booking

After activating the certificate, the Certificate Holder may proceed to book the corresponding experience according to the procedures defined by Feelit or the respective provider.

Bookings may be made:

- Through the Feelit Platform;
- Directly through the provider;
- Via contact details specified on the certificate or the Platform.

All bookings are subject to availability and the provider's schedule.

6.5. Responsibility for Data Accuracy

When activating a certificate, the user undertakes to provide accurate, current, and reliable information. The user is responsible for:

- The correctness of the entered certificate number;
- The accuracy of contact details;
- The correctness of the experience selection.

Feelit is not responsible for errors caused by incorrect data entry by the user or improper use of the user account.

6.6. Restrictions After Activation

Following certificate activation, additional restrictions may apply, including but not limited to:

- The certificate being locked to a specific experience;
- Exchange or top-up (additional payment) rules;
- The provider's specific booking policies;
- Deadlines for booking or participating in the experience.

If a certificate has been used for a booking after activation, any further changes may only be possible in accordance with the provider's policies.

6.7. Prohibition of Direct Use Without Activation

A Feelit certificate may not be used directly with a provider without prior activation through the Feelit Platform, unless expressly provided otherwise by Feelit.

Providers may refuse service if the certificate:

- Has not been activated;
- Is invalid;
- Has been previously used;
- Has been blocked or annulled.

Feelit is not liable for a provider's refusal to accept a certificate that does not meet activation requirements.

6.8. Technical Limitations

Feelit makes reasonable efforts to ensure the continuous operation of the activation system. However, the activation process may be temporarily unavailable due to:

- Technical maintenance;
- System updates;
- Outages in third-party services;
- Circumstances beyond Feelit's control.

In such cases, Feelit may temporarily suspend or limit activation capabilities until system functionality is restored.

6.9. Feelit's Right to Verify Activation

Feelit reserves the right to verify any certificate activation for the purposes of:

- Preventing fraud;
- Verifying certificate validity;
- Confirming the user's legal right to use the certificate;

- Preventing double-use.

Feelit may suspend the activation or use of a certificate if there is a suspicion of a violation of these Terms of Service or applicable law.

7. Validity Period

7.1. General Validity Period

Unless otherwise expressly stated at the time of purchase or in the specific product description, Feelit Experience Certificates are valid for twelve (12) months from the date of purchase.

During this period, the Certificate Holder has the right to:

- Activate the certificate;
- Select the corresponding experience;
- Make a booking;
- Use the certificate in accordance with these Terms of Service.

Users are encouraged to activate and book experiences well in advance, as the availability of dates, venues, and providers may be limited.

7.2. Use Within the Validity Period

Within the validity period, the Certificate Holder may:

- Use the certificate for the corresponding experience;
- Exchange the certificate for another experience;
- Upgrade the experience value by paying the difference;
- Use the certificate as provided by these Terms of Service.

All bookings are subject to availability and the specific provider's rules.

7.3. Expiration of Validity

Upon the expiration of the validity period, an Experience Certificate may no longer be eligible for the originally selected experience if the experience or its terms have changed.

However, at its sole discretion or in accordance with current Platform rules, Feelit may allow the Certificate Holder to:

- Exchange the certificate for another experience;
- Use the credited value of the certificate toward another experience.

In such cases, an additional payment may apply if the current price of the new experience exceeds the original value of the certificate.

7.4. Changes in Experience Costs

Prices for experiences may change over time due to:

- Market condition fluctuations;
- Changes in provider pricing;
- Seasonality;
- Changes in locations or experience formats;
- Other commercial factors.

If the cost of the selected experience at the time of use exceeds the original value of the certificate, the Certificate Holder will be required to pay the price difference if the certificate is activated after the expiration of the 12-month period.

7.5. Unavailability of an Experience

In some cases, a specific experience may become unavailable due to:

- Termination of partnership with a provider;
- Changes to the program or format of the experience;
- Operational or technical changes;
- Circumstances beyond Feelit's control.

In such instances, Feelit may offer:

- An alternative experience;
- A certificate exchange;
- The use of the certificate value toward another product.

7.6. User's Obligation to Plan Use

The Certificate Holder is responsible for the timely activation and use of the certificate. Feelit is not liable if a certificate is not used within its validity period due to:

- Lack of booking;
- Delay on the part of the user;
- Failure to comply with provider rules;
- Untimely planning;
- Other circumstances attributable to the user.

7.7. Special Conditions for Promotional Certificates

Certificates purchased or obtained through:

- Promotional campaigns and special offers;
- Charitable events;
- Partnership programs;
- Corporate packages;

may have separate validity periods or additional terms of use. In such cases, the specific terms provided at the time of purchase or issued with the certificate shall apply.

7.8. Finality of Decisions Regarding Validity

Feelit reserves the right to interpret and apply rules regarding certificate validity within the limits permitted by applicable law, and to determine appropriate options for exchange, credit, or alternative use of the certificate value.

7.9. Monetary Value (Paid Value vs. Promotional Value)

In accordance with the Alberta Gift Card Regulation, the amount actually paid for a Gift Certificate (face value) does not expire. However, Experience Certificates (certificates for a specific service) may have a validity period for providing that specific service at a fixed price. After the 12-month period, Feelit guarantees the preservation of the paid monetary value, which may be used as a credit toward the purchase of services at the current prices at the time of use.

8. Exchanges and Upgrades

8.1. Right to Exchange Before Activation

The Certificate Holder has the right to exchange an Experience Certificate for another experience available on the Feelit Platform only until the moment of activation. Exchanges may be processed through the Feelit Platform or via Feelit Customer Support in accordance with established procedures.

8.2. Impossibility of Exchange After Activation

Once a certificate has been activated on the Feelit Platform, an exchange for a different experience is no longer possible. Activation signifies that the Holder has confirmed their choice and linked the certificate to a specific experience or offer. Following activation, all further use is governed by the booking rules and policies of the respective provider.

8.3. Exchange Process

A Certificate Holder may exchange their certificate for another experience available on the Platform provided the exchange occurs before activation and before any booking is made.

Exchanges are only permitted for:

- An experience of equal value; or
- An experience of higher value, subject to payment of the price difference.

Exchanges for experiences of lower value are not permitted. If the selected experience has a higher price, the Holder must pay the difference based on the current price at the time of the exchange. Feelit reserves the right to limit exchange options for specific offers, promotions, or special certificates and does not guarantee the perpetual availability of any specific experience.

8.4. Unavailability of Selected Experience

If a specific experience becomes unavailable due to termination of a provider partnership, changes in service format, operational/technical shifts, or other circumstances beyond Feelit's control, Feelit may offer the Holder:

- An alternative experience;
- A certificate exchange;
- Use of the certificate value toward another product.

8.5. Restrictions on Promotional Certificates

Certificates purchased or obtained through promotional campaigns, special offers, charitable events, corporate programs, or partnership programs may be subject to specific exchange rules or restrictions. In such cases, the terms provided at the time of acquisition shall apply.

8.6. Prevention of Abuse

Feelit reserves the right to refuse an exchange or limit future exchanges in cases of suspected fraud, violation of these Terms of Service, attempted manipulation of prices/platform rules, or unauthorized use of certificates and promo codes.

9. Refund Policy

9.1. General Right to Refund

Refunds for Feelit certificates are available within fourteen (14) calendar days of purchase, provided that the certificate:

- Has not been activated;
- Has not been used for a booking;
- Has not been used in full or in part.

After this 14-day period, the certificate is considered a final sale and is non-refundable, except where required by applicable law. A refund is not possible if a date has already been booked and the time remaining until the experience is less than what is required by the provider's cancellation policy.

9.2. Refunds to Original Purchaser Only

Refunds are issued exclusively to the original Purchaser (the individual who directly placed and paid for the order). A person who received a certificate as a gift or via transfer has no right to request a refund. Refunds are processed using the original method of payment unless otherwise agreed by Feelit.

9.3. Verification of Refund Eligibility

To process a refund, Feelit may require the Purchaser to provide transaction details, including the order number, certificate number, proof of payment (electronic receipt), and contact information. Feelit reserves the right to deny a refund if the provided information is incomplete or inaccurate.

9.4. No Refund After Activation

Once a certificate is activated on the Feelit Platform, it becomes non-refundable. Activation constitutes a confirmed intent to use the certificate for a specific experience.

9.5. No Refund After Booking

Once an experience has been booked with a provider, a refund through Feelit is no longer available. Any changes or cancellations after booking are governed strictly by the respective provider's policies. Feelit is not responsible for provider-imposed cancellation or rescheduling fees.

9.6. Refund Processing Time

Upon receiving a properly documented refund request, Feelit may take up to 7 business days to process the refund. The actual time for funds to appear in the Purchaser's account depends on the bank, payment system, and technical processing procedures.

9.7. Refunds Due to Technical Error

If a purchase occurred due to a technical error on the Feelit Platform or a payment processing glitch, Feelit may issue a full refund, offer an alternative solution, or correct the order accordingly.

9.8. Chargebacks and Payment Disputes

If a user initiates a chargeback or payment dispute through their bank or payment system, Feelit reserves the right to suspend or annul the certificate, limit platform access, and take other measures to protect against fraud. Feelit may use records of purchase, activation, and booking to defend its rights during such disputes.

9.9. Promotional Certificates

Certificates obtained through promotions, special offers, charitable events, or corporate packages may be non-refundable unless expressly stated otherwise in the specific offer terms.

9.10. Finality of Refund Decisions

To the extent permitted by applicable law, Feelit reserves the right to make the final decision regarding refund eligibility in accordance with these Terms of Service.

10. Booking and Scheduling

10.1. Booking via the Feelit Platform

All experience bookings must be made exclusively through the Feelit Platform. After activating a certificate, the Certificate Holder must complete the booking for the corresponding experience using the Feelit booking system. Experience providers shall only accept bookings that have been confirmed through the Feelit Platform.

10.2. Prohibition of Direct Booking with Providers

The Certificate Holder is not permitted to use a Feelit certificate to book directly with a provider without first securing a booking through the Feelit Platform. Any attempt to use a certificate without a corresponding booking via the Feelit Platform may result in:

- Refusal of service by the provider;
- Annulment of the certificate;
- The certificate being deemed as "used."

Feelit reserves the right to deny the use of a certificate in the event of a violation of these rules.

10.3. Booking Confirmation

A booking is considered finalized only after it has been confirmed through the Feelit Platform. Once confirmed, Feelit provides the experience provider with the necessary information to organize the customer's participation. Subsequently, the provider may communicate details directly to the participant, including:

- The address or specific location of the experience;
- Date and time;
- Participation instructions;
- Safety regulations;
- Other essential information.

10.4. Availability of Dates

All bookings are subject to the availability of dates and spots at the provider's discretion. Feelit does not guarantee the availability of any specific date, time, or location. Availability may depend on various factors, including the provider's schedule, seasonality, weather conditions, capacity limits, the provider's operational restrictions, and other factors

beyond Feelit's control.

10.5. Recommended Booking Lead Time

To ensure the desired date for an experience, Feelit recommends booking well in advance. Certain experiences may have limited availability, particularly on weekends, during holiday periods, or during peak demand seasons.

10.6. Participant Requirements

Certain experiences may have additional participant requirements set by the provider, including age restrictions, physical or medical limitations, safety requirements, or minimum/maximum group sizes. The Certificate Holder or participant is responsible for meeting these requirements. Feelit is not liable if a participant fails to meet the established requirements of a provider.

10.7. Rescheduling or Changing a Booking

Once a booking is confirmed through the Feelit Platform, any requests to change the date, reschedule, or cancel the experience must be made directly with the experience provider. The possibility of changing or rescheduling is determined solely by the respective provider's policy and may depend on notice periods, availability of alternative dates, internal rules, or other operational constraints. In some cases, rescheduling may not be possible, and the participant may forfeit the opportunity to use the experience.

10.8. Circumstances Affecting the Experience

Certain experiences may depend on factors beyond Feelit's control, such as weather conditions, technical or operational constraints of the provider, safety requirements, or other unforeseeable circumstances. If an experience is rescheduled or canceled due to such factors, the decision regarding rescheduling or rebooking is made by the provider in accordance with their internal policies. Feelit is not responsible for the rescheduling, modification, or cancellation of an experience caused by the provider or external factors.

10.9. Certificate Usage Control

Feelit monitors the use of certificates through its own booking system to:

- Verify the validity of certificates;
- Prevent fraud;
- Monitor certificate consumption;
- Ensure proper service levels;
- Facilitate correct settlements with providers.

Any use of a certificate outside the Feelit booking system may be deemed a violation of these Terms of Service.

11. Experience Providers

11.1. Independent Providers

The experiences presented on the Feelit Platform are provided by independent third-party providers. Such providers are not employees, agents, or representatives of Feelit. Feelit acts exclusively as an online platform that connects customers with experience providers and facilitates the sale of certificates and the booking system.

11.2. Responsibility of Providers

Each experience provider bears full and sole responsibility for:

- The organization and execution of the experience;
- The quality of services provided;
- Compliance with safety requirements and standards;
- Providing necessary instructions to participants;
- Possessing all required permits, licenses, or insurance;
- Compliance with all laws and regulations applicable to their respective activities.

Feelit does not control the day-to-day operations of providers and is not liable for their acts or omissions.

11.3. Provider Rules and Policies

Each provider may establish its own rules for participation in an experience, including:

- Age requirements;
- Physical or medical restrictions;
- Safety protocols;
- Codes of conduct during the experience;
- Cancellation or rescheduling policies.

Participants are required to familiarize themselves with and adhere to such rules. Feelit is not liable if a participant fails to meet a provider's requirements or violates established rules.

11.4. Experience Information

Feelit makes reasonable efforts to ensure that the experience information posted on the Feelit Platform is accurate and up-to-date. However, experience descriptions, images, durations, formats, or other details may be modified by the provider over time. Feelit does not guarantee that all details of an experience will remain unchanged. The provider is

responsible for the accuracy and relevance of information regarding their services.

11.5. Changes or Termination of Partnership

Feelit reserves the right to:

- Add new providers;
- Terminate partnerships with existing providers;
- Modify the list of available experiences.

If a specific experience becomes unavailable, Feelit may offer the customer an alternative experience or another solution in accordance with these Terms of Service.

11.6. No Control Over Experience Execution

Feelit does not control the actual process of conducting experiences and does not participate in their organization once a booking is confirmed. Feelit is not liable for:

- The acts or omissions of providers;
- The quality or outcome of the experience;
- Changes to the experience program;
- The conduct of other participants;
- Any events occurring during the execution of the experience.

11.7. Interaction with the Provider

Following booking confirmation, the participant may interact directly with the provider regarding experience details, participation instructions, changes or rescheduling, and other organizational matters. Feelit may provide informational support but is not a party to the actual provision of the service by the provider.

If an experience becomes unavailable due to the provider ceasing operations, changes in the provider's services, or other circumstances beyond Feelit's control, Feelit may offer the Certificate Holder an alternative experience of a similar nature or equivalent value available on the Platform. In such cases, no refunds shall be issued.

12. Cancellations and Rescheduling

12.1. General Rules

Once a booking has been confirmed through the Feelit Platform, any requests for cancellation, modification, or rescheduling of the experience date must be made directly with the experience provider. Feelit does not manage bookings after their confirmation and does not control the cancellation or rescheduling policies established by the providers.

12.2. Provider Policies

Each provider may establish its own rules regarding:

- Cancellation of bookings;
- Changes to the scheduled date or time;
- Rescheduling the experience to another date;
- Required notice periods;
- Potential penalties or restrictions.

The participant undertakes to comply with the provider's rules regarding the cancellation or rescheduling of a booking. Feelit is not responsible for the provider's decision regarding the possibility or impossibility of modifying or rescheduling a booking.

12.3. Notice Periods

Many providers may require notice of cancellation or rescheduling within a specific timeframe prior to the scheduled experience date. Such periods may include, for example:

- 24 hours;
- 48 hours;
- Several days or more.

Specific notice periods are set by the provider and may vary depending on the type of experience.

12.4. Consequences of Late Cancellation

In the event that a participant:

- Fails to notify the provider of a cancellation within the established timeframe;
- Fails to arrive for the booked experience ("no-show");
- Withdraws from participation without prior agreement from the provider,

the provider may deem the booking as "used." In such cases, the certificate may be considered redeemed, and rebooking or compensation may be unavailable.

12.5. Provider-Initiated Rescheduling

In certain instances, a provider may change or reschedule an experience date due to circumstances beyond their control, including:

- Weather conditions;

- Technical or operational constraints;
- Safety requirements;
- Insufficient number of participants;
- Other unforeseen circumstances.

In such cases, the provider may offer a new date or another solution in accordance with their policy. Feelit is not liable for such changes.

12.6. Responsibility for Communication

Following booking confirmation, the participant is responsible for timely communication with the provider regarding cancellations, rescheduling, participation confirmation, or clarifying experience details. Feelit may provide informational support but does not participate in the decision-making process regarding the cancellation or rescheduling of bookings.

13. Weather and Force Majeure

13.1. Weather-Dependent Experiences

Certain experiences featured on the Feelit Platform may be dependent on weather conditions or other external factors. These may include, but are not limited to:

- Outdoor activities;
- Aviation or water-based experiences;
- Sporting or extreme activities;
- Seasonal events or occasions.

In such cases, the feasibility of conducting the experience is determined solely by the experience provider.

13.2. Rescheduling Due to Weather

If an experience becomes impossible to conduct due to unfavorable weather conditions or other safety factors, the provider may:

- Reschedule the experience to another date;
- Offer an alternative time;
- Propose another solution in accordance with their policy.

The decision regarding rescheduling or rebooking is made exclusively by the experience provider.

13.3. Force Majeure Circumstances

Experiences may be rescheduled or canceled in the event of circumstances beyond the control of Feelit or the provider, including but not limited to:

- Extreme weather conditions;
- Natural disasters;
- Fires or accidents;
- Technical or operational failures;
- Government restrictions or regulatory requirements;
- Strikes or other events that make the execution of the experience impossible.

In such cases, the provider may reschedule or modify the experience date according to their procedures.

13.4. Limitation of Feelit's Liability

Feelit is not liable for the rescheduling, modification, or cancellation of experiences due to weather conditions or Force Majeure events. Feelit is also not responsible for any additional costs that may arise in connection with such changes, including but not limited to:

- Transportation costs;
- Accommodation expenses;
- Other related expenditures.

13.5. Communication Regarding Changes

In the event that an experience is rescheduled or canceled due to weather or Force Majeure, the provider may contact the participant directly to notify them of changes, coordinate a new date, or provide additional information. The participant undertakes to maintain communication with the provider regarding such modifications.

14. Pricing and Payments

14.1. Experience Pricing

Prices for experiences listed on the Feelit Platform reflect the cost of the respective experience at the time of publication. Feelit reserves the right to change the prices of any experiences at any time without prior notice. Price changes do not affect certificates that have already been purchased within 12 months from the date of purchase.

14.2. Taxes

All prices displayed on the Feelit Platform may or may not include applicable taxes, depending on the jurisdiction. In cases where applicable taxes are required, they will be added to the purchase cost during the checkout process. These taxes may include, but are not limited to:

- Federal taxes (GST);
- Provincial taxes (HST/PST);
- Other taxes or levies as required by law.

14.3. Payment Methods

Feelit may accept various payment methods, including but not limited to:

- Credit cards;
- Debit cards;
- Other electronic payment methods available on the Platform.

Available payment methods are subject to change over time.

14.4. Payment Processing

All payments made on the Feelit Platform are processed through third-party payment providers. These providers may apply their own rules, security policies, and transaction verification procedures. During the payment process, the user may be redirected to a secure payment page or service. Feelit does not store full credit card details of its users.

14.5. Payment Security

Feelit utilizes modern technologies and payment solutions to ensure secure payment processing. Payments may go through verification and anti-fraud systems used by payment providers. Feelit reserves the right to suspend or refuse a transaction in the event of suspected:

- Fraudulent activity;
- Unauthorized use of a payment method;
- Violation of these Terms of Service.

14.6. Payment Confirmation

Upon successful completion of a transaction, the user will receive a purchase confirmation, which may include an electronic receipt, order confirmation, certificate number, and information about the purchased experience. This confirmation may be sent via email or displayed in the user's account.

14.7. Pricing Errors

In the event of an obvious error in the display of a price or purchase terms on the Feelit Platform, Feelit reserves the right to:

- Cancel the respective order;
- Issue a refund;
- Offer an alternative solution.

14.8. Payment Currency

All payments on the Feelit Platform are made in the currency specified during checkout. If a payment is made in a currency different from the user's payment account currency, the bank or payment system may apply additional fees or conversion rates. Feelit is not responsible for such fees or exchange rate differences.

14.9. Right to Refuse a Transaction

Feelit reserves the right to refuse any transaction or cancel an order in cases including, but not limited to: suspected fraud, violation of these Terms of Service, technical system errors, or unavailability of the respective experience. In such cases, Feelit may issue a refund in accordance with the Refund Policy.

15. Fraud Prevention and Chargebacks

15.1. Transaction Monitoring

Feelit places a high priority on fraud prevention and payment security. All transactions may undergo automated or manual review to detect suspicious or unauthorized activity. Feelit reserves the right to verify any transaction, including checking:

- Payment information;
- User contact details;
- Order history;
- IP address or technical parameters of the transaction;
- Other risk factors.

15.2. Additional Identity Verification

If a transaction is flagged as potentially high-risk, Feelit may require the user to provide additional information to confirm their identity or the right to use the payment method. Such confirmation may include proof of payment, government-issued ID, proof of credit card ownership, or other documents necessary to verify the transaction. Feelit reserves the right to suspend order processing until verification is complete.

15.3. Suspension or Cancellation of Transactions

Feelit may suspend or cancel any transaction in the event of suspected:

- Fraudulent activity;
- Unauthorized use of a payment card;
- Attempted manipulation of the payment system;

- Use of stolen or invalid payment data;
- Violation of these Terms of Service.

In such cases, Feelit may annul the order, block the respective certificate, or refuse to provide services.

15.4. Chargebacks and Payment Disputes

If a user initiates a chargeback or payment dispute through a bank or payment system, Feelit reserves the right to:

- Suspend the respective certificate;
- Annul the certificate;
- Restrict or block the user's access to the Platform;
- Refuse further service to the user.

Feelit may use any transaction-related information, including transaction records, certificate activation data, booking history, and electronic order confirmations, to defend its rights during a dispute.

15.5. Refunds in Case of Fraud

Feelit reserves the right to refuse a refund or annul a transaction if there is a reasonable suspicion of fraud, illegal use of a payment method, attempts to bypass platform rules, or abuse of the refund policy.

15.6. Cooperation with Payment Systems and Banks

Feelit may cooperate with payment providers, banks, or other financial institutions to verify transactions, prevent fraud, investigate payment disputes, and protect against financial abuse. Feelit may share necessary information in accordance with applicable law.

15.7. Platform Usage Restrictions

Feelit reserves the right to restrict or terminate access to the Platform for any user who violates these Terms of Service, engages in fraudulent transactions, abuses platform policies, or initiates an excessive number of payment disputes.

16. Intellectual Property

16.1. Ownership of Feelit Content

All content displayed on the Feelit Platform or created for its operation, including but not limited to:

- The Feelit and Feelitgifts brand names;
 - Logos, trademarks, slogans, and trade names;
 - Texts and experience descriptions;
 - Graphic elements, photographs, images, and videos;
 - Audio materials and page designs;
 - Catalog structures and interface elements;
 - Software code and databases;
 - Marketing materials, electronic templates, gift layouts, certificates, cards, packaging, and other materials,
- is the property of Feelit, its licensors, partners, or other rightful owners and is protected by copyright, trademark, trade dress, and other applicable intellectual property laws.

16.2. Limited License to Use the Platform

Feelit grants the user a limited, non-exclusive, non-transferable, and revocable right to access and use the Feelit Platform solely for personal, non-commercial use for the purposes of browsing experiences, purchasing certificates, and booking or using services in accordance with these Terms of Service. This right does not grant the user any ownership, license, or other proprietary interest in any content, trademark, design, or other intellectual property of Feelit.

16.3. Prohibited Use

Without the prior written consent of Feelit, users are strictly prohibited from:

- Copying, reproducing, duplicating, or storing any Platform content;
- Publishing, distributing, transmitting, or displaying Feelit content to third parties;
- Modifying, adapting, translating, or creating derivative works based on Feelit content;
- Using Feelit logos, trade names, visual elements, or branding for commercial, advertising, or public purposes;
- Engaging in scraping, automated data collection, or copying the catalog, site structure, or experience descriptions;
- Using Feelit's photographs, texts, descriptions, reviews, certificate designs, or marketing materials for their own commercial purposes;
- Removing, obscuring, or altering any notices of authorship, ownership, trademarks, or other proprietary rights.

16.4. Trademarks and the Feelit Brand

The names Feelit, Feelitgifts, Feelit logos, trade dress, slogans, domain names, visual identity, and other designations used by Feelit in connection with the Platform are the property of Feelit or are used on legal grounds. No provision of these Terms of Service grants the user the right to use any trademarks, commercial designations, or brand elements of Feelit without prior written consent. Any unauthorized use of the Feelit brand or confusingly similar marks is prohibited.

16.5. Provider and Third-Party Content

Certain images, descriptions, logos, videos, names, trademarks, or other materials posted on the Platform in connection

with specific experiences may belong to experience providers or other third parties. Such content is used by Feelit based on permission, licenses, contractual relationships, or other legal grounds. The user acquires no rights to such content and may not copy, distribute, or use it without permission from the respective rights holder.

16.6. User Content and Reviews

If a user submits any reviews, comments, photographs, suggestions, ideas, survey responses, or other content related to the Platform or experiences, the user confirms they have the right to provide such content and that its transmission does not violate third-party rights. By providing such content, the user grants Feelit a non-exclusive, royalty-free, worldwide, transferable right to use, reproduce, publish, translate, adapt, distribute, and display such content in connection with Feelit's activities, including for marketing, promotional, informational, and operational purposes, unless otherwise expressly agreed. Feelit is under no obligation to use user-provided content and may remove or decline to publish it at its sole discretion.

16.7. Intellectual Property Infringement Claims

If any person believes that content on the Feelit Platform violates their copyright, trademark, or other intellectual property rights, they may submit a written notice to Feelit containing sufficient information to identify:

- The protected work or right allegedly infringed;
- The allegedly infringing content;
- The grounds for the claim of infringement;
- The claimant's contact information.

Feelit reserves the right to review such claims and, if necessary, remove, restrict, or modify access to the relevant content without prior notice.

16.8. User Violations

In the event of a user's violation of the intellectual property rights of Feelit or third parties, Feelit reserves the right to:

- Demand the immediate cessation of such violation;
- Restrict or block the user's access to the Platform;
- Annul orders or certificates associated with the violation;
- Demand the deletion of illegally used materials;
- Pursue other legal remedies provided by law.

16.9. No Transfer of Rights

No provision of these Terms of Service, the act of using the Platform, the purchase of a certificate, or interaction with Feelit constitutes a transfer of any ownership rights or licenses to Feelit's intellectual property, other than the limited right of use specified herein.

16.10. Reservation of Rights

All rights not expressly granted to the user under these Terms of Service are reserved by Feelit, its licensors, providers, or other respective rights holders.

17. Limitation of Liability

17.1. Role of the Platform

Feelit acts exclusively as an online platform providing the sale of experience certificates and a booking system between customers and independent experience providers. Feelit is not the organizer, operator, or direct executor of the experiences. All experiences are provided by independent third-party providers who are solely responsible for their execution.

17.2. Responsibility of Providers

Experience providers bear full and sole responsibility for:

- The organization and conduct of the experience;
- Compliance with safety regulations and protocols;
- Providing necessary instructions to participants;
- The quality and standard of services;
- Maintaining all required permits, licenses, and insurance coverage.

Feelit does not monitor or control the daily operations of providers and is not liable for their acts, errors, or omissions.

17.3. Participation at Own Risk

Participation in any experience is strictly voluntary and at the participant's own risk. The participant acknowledges that certain experiences may involve physical activity, travel, or other inherent risk factors. To the maximum extent permitted by law, Feelit shall not be liable for any:

- Personal injuries or fatalities;
- Physical or psychological harm;
- Loss of health;
- Property damage or theft;
- Any other consequences arising during or as a result of participation in an experience.

17.4. Disclaimer of Warranties

Feelit provides the Platform and facilitates access to experiences on an "as is" and "as available" basis. Feelit makes no warranties, express or implied, regarding:

- The quality or outcome of the experience;
- Whether the experience meets the user's expectations;
- The continuity, reliability, or availability of the provider's services.

17.5. Limitation of Feelit's Liability

To the maximum extent permitted by applicable law, Feelit, its directors, employees, or agents shall not be liable for any:

- Direct, indirect, or consequential damages;
- Incidental, exemplary, or special damages;
- Loss of profits, revenue, or data;
- Loss of business opportunities;
- Costs related to travel, transportation, or accommodation;
- Other financial or non-financial losses,

arising out of or in connection with the use of the Feelit Platform, participation in experiences, acts or omissions of providers, modifications or cancellations of experiences, or any errors or inaccuracies in Platform content.

17.6. Maximum Liability Cap

In any event, Feelit's total cumulative liability to the user for all claims arising out of or related to the use of the Platform or certificates shall not exceed the amount actually paid by the user for the specific certificate or order giving rise to such claim.

17.7. Third-Party Liability

Feelit is not responsible for the conduct, acts, or omissions of providers, other experience participants, or any third parties. Any claims, disputes, or grievances related to the actual conduct of the experience must be directed solely to the respective provider.

17.8. Technical Limitations

While Feelit makes reasonable efforts to ensure the stable operation of the Platform, Feelit does not guarantee that the Platform will be:

- Uninterrupted or constantly available;
- Entirely secure from technical failures or cyber-attacks;
- Free from errors, bugs, or viruses.

Feelit is not liable for any losses or inconveniences resulting from such technical issues.

17.9. Legal Jurisdictions

Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities. In such cases, Feelit's liability shall be limited to the maximum extent permitted by the applicable law of the jurisdiction.

17.10. Acceptance of Terms

By using the Feelit Platform or redeeming a certificate, the user acknowledges that they have read, understood, and voluntarily agreed to these limitations of liability.

18. Lost or Stolen Certificates

18.1. Responsibility for Certificate Security

Feelit certificates and their associated unique identification data, including the certificate number, activation code, or other security codes, must be kept in a secure place by the Certificate Holder. The Certificate Holder bears full and sole responsibility for the safekeeping and confidentiality of this data.

18.2. Use of the Certificate

A certificate is deemed "used" upon its:

- Activation;
- Application during the booking process;
- Or redemption for participation in an experience.

Once used, a certificate cannot be reused, reactivated, or restored.

18.3. Lost or Stolen Certificates

Feelit is not responsible for the loss, theft, copying, or unauthorized use of certificates. In the event that a certificate is used by a third party who gained access to its number or code, Feelit is under no obligation to refund the value of such certificate or issue a replacement.

18.4. Reporting a Loss

If a Certificate Holder suspects that a certificate has been lost, stolen, or may be used by an unauthorized party, they must immediately notify Feelit Customer Support. Feelit may, at its sole discretion:

- Verify the status of the certificate;
- Temporarily suspend its use;

- Provide instructions for further action.

However, Feelit does not guarantee the possibility of recovery or replacement of the certificate.

18.5. Duplicate Certificates

In certain cases, Feelit may, at its sole discretion, provide a duplicate certificate if:

- The certificate has not yet been used;
- Ownership of the certificate can be verified;
- Sufficient information exists to identify the original purchase.

Feelit reserves the right to refuse the issuance of a duplicate if there is a risk of fraud or if ownership cannot be conclusively verified.

18.6. Fraud Protection

Feelit reserves the right to verify any requests regarding the recovery or replacement of certificates to prevent fraud.

Feelit may require additional information or documentation to confirm the identity or ownership rights of the claimant.

19. Promotions and Discounts

19.1. General Provisions

Feelit may, from time to time, offer promotions, special offers, discounts, or promo codes to Platform users. Such promotions may be subject to separate terms of use, validity periods, or restrictions, which will be specified at the time of the respective promotion.

19.2. Use of Promo Codes

Promo codes may only be used in accordance with the specific terms of the respective promotion. Unless otherwise stated, only one promo code or discount may be applied per order. Promo codes:

- Cannot be exchanged for cash;
- Cannot be transferred to third parties for commercial purposes;
- Cannot be used after their expiration date.

19.3. Usage Restrictions

Feelit reserves the right to establish restrictions on the use of promo codes or discounts, including:

- Limits on the number of uses;
- Restrictions for specific users;
- Restrictions for certain experiences;
- Specific expiration dates.

Promo codes may become void after the promotion ends or once the established usage limit is reached.

19.4. Prevention of Abuse

Feelit reserves the right to refuse the application of a promo code or cancel the corresponding order if there are grounds to believe the promo code is being used in violation of the rules or in a fraudulent manner. This includes, but is not limited to:

- Creating multiple accounts to obtain additional discounts;
- Manipulating promotion terms;
- Using automated systems or bots;
- Any other actions aimed at the unauthorized acquisition of discounts.

19.5. Right to Modify or Terminate Promotions

Feelit reserves the right to modify the terms of promotions or promo codes, suspend or terminate promotions, or limit the use of promo codes at any time without prior notice, if necessary to prevent abuse or technical errors.

19.6. Certificates Purchased at a Discount

Certificates purchased during promotions or with a discount may be subject to additional terms. In some cases, such certificates may be non-refundable, have restrictions on exchanges, or have specific validity periods. These conditions will be specified during the respective promotion.

19.7. Promotional Errors

In the event of a technical or obvious error in the display of a discount or promotion terms, Feelit reserves the right to cancel the affected order, refuse the application of the discount, or offer an alternative solution.

20. Privacy and Data Use

20.1. Protection of Personal Data

Feelit respects the privacy rights of its users and is committed to ensuring an appropriate level of protection for personal data. While using the Feelit Platform, users may provide certain information, including:

- First and last name;
- Contact details;
- Email address;
- Booking information;
- Payment information;

- Other data necessary for the provision of services.

Feelit processes such data in accordance with applicable personal data protection laws.

20.2. Privacy Policy

Detailed information regarding the collection, use, processing, and protection of personal data is contained in the Feelit Privacy Policy, which is an integral part of these Terms of Service. The Privacy Policy is available on the Feelit website. By using the Feelit Platform, the user confirms that they have read the Privacy Policy, understand its terms, and consent to the processing of personal data in accordance with said policy.

20.3. Data Transfer to Providers

To facilitate and conduct an experience, Feelit may transfer certain personal data of the user to providers, including:

- Participant's name;
- Contact details;
- Booking information;
- Other data necessary for organizing the experience.

Such data is transferred solely for the purpose of completing the booking and providing the corresponding experience.

20.4. Payment Information

Payments on the Feelit Platform are processed by third-party payment providers. Feelit does not store full credit card data of users. Payment providers process payment data according to their own privacy policies and security standards.

20.5. Use of Data for Service and Security

Feelit may use personal data for:

- Processing orders;
- Managing bookings;
- Communicating with users;
- Improving Platform performance;
- Preventing fraud;
- Complying with legal obligations.

20.6. Communication with Users

Feelit may send users service messages related to order confirmations, bookings, changes or updates, and customer support. Such messages are considered an essential part of providing Feelit's services.

20.7. Legal Compliance

Feelit processes users' personal data in compliance with the requirements of applicable data protection and privacy legislation.

20.8. User Rights Under PIPEDA

In accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA), users have the right to request access to their personal data held by Feelit, as well as to request its correction or deletion. Requests for data access must be submitted in writing to the support service email address. We undertake to provide a response within 30 days, as required by Canadian federal law.

21. Changes to Terms

21.1. Right to Modify Terms

Feelit reserves the right to change, update, or supplement these Terms of Service at any time. Such changes may be necessary due to:

- Changes in legislation;
- Modifications to Platform functionality;
- Introduction of new services or features;
- Changes in the business model or partnerships with providers;
- The need to enhance security or user protection.

21.2. Publication of Updated Terms

The updated version of the Terms of Service will be published on the Feelit website. The "Last Updated" date may be indicated at the top or bottom of the document. Feelit may also notify users of material changes via email, notices on the Platform, or other available communication channels.

21.3. Effective Date of Changes

Changes to the Terms of Service become effective upon their publication on the Feelit Platform, unless otherwise specified in the respective notice.

21.4. Acceptance of Changes by the User

Continued use of the Feelit Platform following the publication of the updated Terms of Service signifies that the user has reviewed the updated terms, accepts such changes, and agrees to comply with the new version of the Terms of Service. If the user does not agree with the updated Terms, they must cease using the Platform.

21.5. Previous Versions

Upon the amendment of these Terms of Service, previous versions may become void or apply only to legal relationships

that arose prior to the publication of the new version.

22. Governing Law and Jurisdiction

22.1. Governing Law

These Terms of Service, as well as any legal relationships arising in connection with the use of the Feelit Platform, the purchase, or the use of experience certificates, shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

22.2. Jurisdiction

Any disputes, claims, or controversies arising out of or in connection with these Terms of Service, the use of the Feelit Platform, or the purchase or use of certificates, shall be subject to the exclusive jurisdiction of the competent courts of the Province of Alberta, Canada. The user agrees that such courts have exclusive jurisdiction to resolve any such disputes.

22.3. Pre-trial Dispute Resolution

Prior to initiating any legal action, the parties shall make reasonable efforts to resolve any dispute through good-faith negotiations or by contacting Feelit Customer Support. The user may reach out to Feelit Customer Support to submit a claim or request a dispute resolution.

22.4. Statutory Rights and Severability

Nothing in these Terms of Service limits the rights of users that may be guaranteed under applicable consumer protection legislation. In the event that any provision of these Terms of Service is held to be invalid or unenforceable under applicable law, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

22.5. Entire Agreement

These Terms of Service, together with the Privacy Policy, other Platform policies, and the terms of specific promotions or offers, constitute the entire agreement between the user and Feelit regarding the use of the Platform and the purchase of certificates.

23. Arbitration and Class Action Waiver

23.1. Binding Arbitration

Any disputes arising out of this Agreement that cannot be resolved through negotiation shall be subject to final and binding arbitration in the City of Calgary, Alberta, in accordance with the Arbitration Act of Alberta.

23.2. Class Action Waiver

The user agrees that any dispute resolution proceedings will be conducted solely on an individual basis. You expressly waive your right to participate in any class action lawsuits or class-wide arbitration proceedings against Feelit.

24. Contact Information

If you have any questions or concerns regarding these Terms, please contact us:

- Legal Entity: 2639013 ALBERTA CORP. operating as FEELITGIFTS
- Location: Calgary, Alberta, Canada
- Email: info@feelitgifts.ca
- Phone: +1 (403) 714-1533
- Website: www.feelitgifts.ca