

Terms of Use / Terms of Service

Last Updated: January 19, 2026

Agreement to Terms

Welcome to TheIslandConcierge, a product of Topchiyska Enterprises LLC. These Terms of Use ("Terms") govern your access to and use of TheIslandConcierge application, website, and services (collectively, the "Service"). By accessing or using our Service, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Service.

Description of Service

TheIslandConcierge is an all-in-one concierge application serving visitors and residents of Nantucket and Martha's Vineyard. Our services include:

- Customized itinerary planning
- Restaurant reservation assistance
- Local recommendations and information
- AI-powered chat assistance
- Interactive maps and guides

Eligibility

You must be at least 18 years old to use our Service. By using the Service, you represent and warrant that you meet this age requirement and have the legal capacity to enter into these Terms.

User Accounts and Subscriptions

Account Registration

To access certain features of our Service, you may need to create an account. You agree to:

- Provide accurate, current, and complete information
- Maintain and promptly update your account information
- Keep your account credentials secure and confidential
- Notify us immediately of any unauthorized use of your account

You are responsible for all activities that occur under your account.

Paid Subscriptions

TheIslandConcierge offers paid subscription services. By subscribing, you agree to:

- Pay all applicable fees as described at the time of purchase
- Provide valid payment information
- Authorize us to charge your payment method for recurring subscription fees

All payments are processed securely through Stripe. Subscription fees are billed in advance on a recurring basis according to your selected plan.

Cancellation and Refunds

You may cancel your subscription at any time through your account settings. Upon cancellation:

- Your subscription will remain active until the end of the current billing period
- You will not be charged for subsequent billing periods
- Refunds for partial billing periods are not provided unless required by law

Acceptable Use

You agree not to use our Service to:

- Violate any applicable laws or regulations
- Infringe upon the rights of others
- Submit false or misleading information
- Attempt to gain unauthorized access to our systems or other users' accounts
- Interfere with or disrupt the Service or servers
- Use the Service for any fraudulent or malicious purpose
- Scrape, data mine, or use automated systems to access the Service without permission
- Harass, abuse, or harm others through the Service

AI-Powered Features

Our Service includes AI-powered features, including chat assistance and recommendations. You acknowledge that:

- AI-generated content is provided for informational and convenience purposes
- AI recommendations should not be solely relied upon for critical decisions
- We do not guarantee the accuracy, completeness, or reliability of AI-generated content
- Human judgment should be exercised when using AI recommendations

Reservations and Third-Party Services

Restaurant Reservations

When we assist with restaurant reservations:

- We act as a facilitator between you and the restaurant
- Reservation availability is subject to the restaurant's policies
- You are responsible for honoring reservations or canceling in a timely manner
- Repeated no-shows may result in restriction of reservation services

Third-Party Services

Our Service may contain links to or integrate with third-party services. We are not responsible for:

- The content, privacy practices, or policies of third parties
- Any transactions between you and third parties
- The availability or accuracy of third-party services

Intellectual Property

Our Content

All content, features, and functionality of the Service, including but not limited to text, graphics, logos, icons, images, software, and the overall design, are owned by TheIslandConcierge or our licensors and are protected by intellectual property laws.

Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for personal, non-commercial purposes in accordance with these Terms.

Restrictions

You may not:

- Copy, modify, or distribute our content without permission
- Reverse engineer or attempt to extract the source code of our software
- Use our trademarks or branding without written consent
- Remove any copyright or proprietary notices from our content

User Content

Your Responsibility

You are solely responsible for any content you submit through the Service, including chat messages, contact form submissions, and feedback.

License Grant

By submitting content to our Service, you grant us a non-exclusive, worldwide, royalty-free license to use, store, and process that content for the purpose of providing and improving our services.

Disclaimers

"As Is" Service

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

No Guarantee

We do not warrant that:

- The Service will be uninterrupted, secure, or error-free
- Results obtained from the Service will be accurate or reliable
- Any errors in the Service will be corrected

Local Information

While we strive to provide accurate information about Nantucket and Martha's Vineyard, we do not guarantee that all information is current, complete, or accurate. Business hours, availability, and other details are subject to change.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THEISLANDCONCIERGE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR:

- Any indirect, incidental, special, consequential, or punitive damages
- Any loss of profits, data, use, or goodwill
- Any damages resulting from your use or inability to use the Service
- Any damages resulting from unauthorized access to your account or data

IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED THE AMOUNT YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Indemnification

You agree to indemnify, defend, and hold harmless TheIslandConcierge and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your use of the Service
- Your violation of these Terms
- Your violation of any rights of another party
- Your user content

Changes to Terms

We reserve the right to modify these Terms at any time. We will notify users of material changes by:

- Posting the updated Terms on our Service
- Updating the "Last Updated" date
- Sending notice to your registered email address for significant changes

Your continued use of the Service after changes become effective constitutes acceptance of the revised Terms.

Termination

By You

You may terminate your account at any time by contacting us or through your account settings.

By Us

We may suspend or terminate your access to the Service at any time, with or without cause or notice, including if we believe you have violated these Terms.

Effect of Termination

Upon termination:

- Your right to use the Service will immediately cease
- Any provisions of these Terms that by their nature should survive will survive termination

Governing Law and Disputes

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions.

Any disputes arising from these Terms or the Service shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, except that either party may seek injunctive relief in any court of competent jurisdiction.

Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and TheIslandConcierge regarding the Service and supersede any prior agreements.

The user hereby agrees to defend, indemnify and hold harmless Topchiyska Enterprises LLC and all of its products representatives,, and their respective affiliates, officers, directors, executive committee, managers, members, employees, contractors, subcontractors and agents - the "Indemnified Parties" - from any and all claims, demands, suits, causes of action, damages, costs, obligations, losses, settlements and judgments, including without limitation attorney's fees and costs - a "Claim" - in whole or part arising out of or in any way connected with the Pilot Project (including infringement Claims).

Contact Us

If you have any questions about these Terms, please contact us at:

TheIslandConcierge A product of Topchiyska Enterprises LLC Email: topchiyskas@gmail.com