

APPENDIX D

CRUISE TICKET CONTRACT

IMPORTANT NOTICE TO PASSENGERS: THIS CRUISE TICKET CONTRACT (THIS "CONTRACT") AFFECTS YOUR LEGAL RIGHTS AND IS BINDING ON YOU. PLEASE READ THE TERMS SET FORTH HEREIN CAREFULLY. IN PARTICULAR THE ATTENTION OF PASSENGERS ARE ESPECIALLY DIRECTED TO SECTIONS 7, 9 AND 15 THROUGH 27, WHICH CONTAIN IMPORTANT LIMITATIONS ON THE RIGHTS OF PASSENGERS TO ASSERT CLAIMS AND BRING LAWSUITS AGAINST THE CARRIER, THE VESSEL, THEIR AGENTS AND EMPLOYEES, AND OTHERS, INCLUDING LIMITATIONS OF LIABILITY AND DAMAGES, TIME LIMITS TO MAKE CLAIMS AND SUE, FORUM SELECTION, WAIVER OF CLASS ACTION RELIEF, ARBITRATION AND WAIVER OF JURY TRIALS FOR CERTAIN CLAIMS AND, WAIVER OF YOUR RIGHT TO ARREST OR ATTACH CARRIER'S SHIPS AND INDEMNIFICATION.

1. DEFINITIONS. As used in this Contract, "Passenger" means the person purchasing or accepting or using a Cruise Ticket; "Vessel" means the ship named in the Cruise Ticket and any substituted ship and all tenders; "Carrier" means Mystic Cruises, S.A. (Zona Franca da Madeira) trading under the name Atlas Ocean Voyages¹; "Cruise" means the voyage that is the subject of the Cruise Ticket, including all related activities whether or not aboard the Vessel.

2. BINDING CONTRACT. This Contract is a contract between Carrier and each of the Passenger(s) named on the cruise ticket governed by this Contract (the "Cruise Ticket") or who uses the Cruise Ticket for passage on the cruise described in the Cruise Ticket. Cruise Tickets may be issued electronically (including through Carrier's website) and are useable only for the voyage and date specified thereon. Where Passenger is purchasing or accepting passage on a chartered Cruise, "Cruise Ticket" shall refer to the details of the Cruise purchase or accepted from the Charterer but only to the extent consistent with Carrier's agreement with Charterer. Passenger by accepting this Contract and/or checking in for boarding the Vessel agrees, both on Passenger's individual behalf and on behalf of any person or child travelling with or in the care of Passenger, to be bound by all of its terms, including specifically those regarding Carrier's liability and the provision of personal services, for the Cruise, including but not limited to periods during which the Passenger is traveling to or from the port where the Vessel is located, embarking or disembarking the Vessel, sailing on the Vessel, and engaging in or utilizing any activities, shore excursions and activities, tours, and/or land-based facilities or services related to or offered in connection with the Cruise.

3. VOYAGE AND FARE. Upon receipt of the applicable fare for each Passenger, Carrier will provide, subject to all the terms of this Contract, the transportation specified in the Cruise Ticket, food, accommodations, and all normal shipboard services and facilities while aboard the Vessel. The fare does not include items or services of a personal nature which are for the account of the Passenger unless otherwise specified. Unless otherwise provided in their Cruise itinerary, Passengers must pay their own expenses while off the Vessel.

4. NON-TRANSFERABLE. Cruise Tickets are not transferable. The fare paid shall not be refundable except as and to the extent provided herein or as may be permitted in Carrier's terms and conditions in effect at the time Passenger's first deposit or payment is received by Carrier, and shall be fully earned by the Carrier at the time of payment or, if not previously paid, at embarkation. Carrier shall not be liable to make any refund to Passenger for any Cruise Ticket lost or wholly or partially not used. Notwithstanding anything to the contrary in this Contract, fares paid for chartered cruises shall not be refunded to Passenger by Carrier under any circumstances.

5. THIRD-PARTY BENEFICIARIES. Passenger and Carrier agree and intend that certain third-party beneficiaries derive rights and exemptions from liability as a result of this Contract. Specifically, all of Carrier's rights, exemptions from liability, defenses and immunities under this Contract (including, but not limited to, those described in Sections 15 through 27) will also inure to the benefit of the following persons and entities who shall be considered "Carrier" only for purposes of such rights, exemptions from liability, defenses and immunities: all subsidiaries, affiliates, employees, agents of Carrier, the Vessel named on the

¹ VAT PT 509.195.717

booking confirmation/statement and/or Cruise Ticket (or any substituted ship), the ship's tenders, the Vessel's owners, operators, managers, charterers, and agents, any affiliated or related companies thereof and their officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, tour operators, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, whether provided at sea or on shore, belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

6. TRAVEL DOCUMENTS AND HEALTH. Passenger assumes all responsibility for and shall have upon embarkation all passports, visas, and other travel documents, including health and vaccination certificates, that are or may be required by governmental or other authorities. At embarkation, Passenger must be fit to undertake the intended Cruise aboard the Vessel and to use the ship's boats or other craft for boarding and going ashore. Passenger may be denied boarding without refund if Passenger does not have proper documentation or, in the opinion of Carrier or Vessel's Captain, is not fit for the Cruise or requires special care, treatment or attention beyond that which Carrier can provide aboard Vessel at time of embarkation.

7. PASSENGER'S RESPONSIBILITY AND OBLIGATIONS.

A. Passenger shall obey all orders of the Vessel's Captain and expedition leaders (which may be communicated by the Vessel's crew), and shall be bound by and comply with the regulations established from time to time by Carrier and on board the Vessel respecting the carriage of Passengers and their property, and for general comfort and safety of those aboard the Vessel.

B. Passenger agrees and hereby consents in the interests of international security and safety at sea to a reasonable search being made of the Passenger's person, baggage and other property, and of any accommodation aboard the Vessel occupied by Passenger at any reasonable time including during the Cruise, and to the removal and confiscation or destruction of any object that may, in the opinion of the Carrier or Vessel's Captain, impair the safety of the Vessel, constitute a violation of law, or inconvenience others aboard the Vessel.

C. Passenger shall indemnify Carrier for all penalties, fines, charges, damages and expenses incurred by or imposed on Carrier or the Vessel on behalf of Passenger or by reason of any act or violation of law by Passenger, including loss or injury to Passenger or others.

D. Passenger shall pay all port charges, health fees, quarantine dues and charges. If Passenger is detained on board Vessel or elsewhere because of quarantine for any reason, including but not limited to, COVID-19, Passenger shall be responsible for and bear all risks and expenses, including shipboard or onshore daily maintenance, thereby incurred.

E. Passenger shall take complete responsibility for the behavior of, and the compliance with the terms of this Contract by, any and all minors travelling with or in the care of Passenger, whether or not related to Passenger, and shall indemnify Carrier to the extent provided herein as if the acts of the minor were those of the Passenger.

F. Passengers who have or will enter their twenty-fourth week of pregnancy at the beginning of or at any time during the Cruise agree not to request a booking or present themselves for boarding and will forfeit their Cruise Fare if they board in violation of this policy. Infants must be at least 6 months of age on the day of boarding. Passengers traveling with an infant that does not meet this minimum age requirement will be denied boarding. No refunds or any other compensation shall be due as a result of the denial of boarding due to pregnancy or an underage infant or any accompanying passengers.

8. BAGGAGE.

A. Passenger may have carried on the Vessel as baggage such wearing apparel, articles of personal adornment, toilet articles, and similar personal effects as are necessary and appropriate for the wear and use of Passenger on the Cruise. Carrier shall not have any responsibility for any money, jewelry, cameras, binoculars, portable communication or computing equipment, electronics, or other valuables, and any such articles taken aboard the Vessel shall be at Passenger's own risk. Passengers may not take as baggage or otherwise bring aboard the Vessel pets or other animals, firearms, prohibited or controlled substances, inflammable or hazardous items, or any prohibited contraband.

B. Passenger shall distinctly label each piece of baggage with Passenger's name, Vessel, cabin number and date of sailing. Carrier shall not be liable in any capacity whatsoever for loss, damage or delay to any baggage unless so marked and until delivered to and checked by Carrier on the wharf or Vessel. Carrier's

responsibility with respect to Passenger's baggage and other property shall terminate on discharge from the Vessel, whether at the final or any intermediate port or place, and each Passenger shall be responsible to ensure his baggage is properly labeled and transferred to and put on any train, ship, aircraft or other means of transport in which they will proceed.

C. Carrier will provide to Passenger upon request a reasonable amount of space in a deposit box or safe on board the Vessel, if so equipped. In consideration of Carrier's furnishing such deposit box or safe without extra cost to Passenger, the limit of Carrier's liability, if any, for loss, damage or delay to the deposit made therein by Passenger shall not be increased by reason of a deposit being made. In the event of declaration of excess value, as herein provided, Carrier may require that property be placed in the custody of the Purser, but without assumption of any increased responsibility on the Carrier's part.

D. Carrier shall have a lien upon Passenger's baggage and other property on the Vessel for all charges and amounts due to Carrier from Passenger pursuant to the terms hereof, and Carrier shall have the right to hold and retain such baggage and property until such charges are paid.

E. Passengers are not liable in respect of baggage or personal effects to pay, or entitled to receive, any general average contribution.

9. LIABILITY LIMITATIONS FOR BAGGAGE AND PROPERTY. IT IS STIPULATED AND AGREED THAT THE TOTAL VALUE OF PASSENGER'S BAGGAGE AND ALL OTHER PROPERTY OTHERWISE TAKEN BY PASSENGER ON THE CRUISE DOES NOT EXCEED U.S. \$500 (FIVE HUNDRED DOLLARS) AND CARRIER'S LIABILITY, IF ANY, IN THE EVENT OF LOSS, DAMAGE OR DELAY TO ANY OF PASSENGER'S BAGGAGE OR OTHER PROPERTY SHALL NOT EXCEED US \$500 (FIVE HUNDRED DOLLARS) UNLESS PASSENGER SHALL, PRIOR TO EMBARKATION, DELIVER TO CARRIER A DECLARATION IN WRITING SPECIFYING A HIGHER VALUE AND PAY THEREWITH TO CARRIER AN ADDITIONAL AMOUNT OF 2.5% ON THE EXCESS OF VALUE THUS SPECIFIED OVER \$500, IN WHICH CASE CARRIER'S LIABILITY SHALL NOT EXCEED SUCH SPECIFIED VALUE. PASSENGERS MAY OBTAIN INSURANCE PROTECTION AGAINST THEFT AND OTHER LOSSES BY MAKING THEIR OWN ARRANGEMENTS FOR SUCH INSURANCE OR BY WRITTEN APPLICATION TO CARRIER.

10. DELAYS AND CHANGE OF SCHEDULE.

A. Carrier and Vessel shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, embarkation, disembarkation or otherwise, including governmental orders to quarantine the Vessel or any of its passengers and crew howsoever given by the government of any nation, state, province, county, municipality, or port authority, or any department or agency thereof, or any persons acting or purporting to act with the authority of such government, department or agency, or any committee or person having, under the terms of any insurance which may be on the Vessel, the right or authority to give such orders or directions. Carrier and Vessel also shall have liberty to proceed with or without pilot, tow or be towed, assist vessels and render aid in all situations, put back or into any port and deviate from the direct or customary course, or advertised or intended route, dry dock or go on ways, all for any purpose whatsoever before commencement or at any stage of the Cruise.

B. In the event of any condition, or the happening of any matter, whether existing or anticipated before the commencement of or during the Cruise, which in the sole judgment of Carrier or Vessel's Captain is likely to result in loss, damage or delay to the Vessel or Passengers, or may make it unsafe or imprudent to proceed on or to continue the voyage or to enter or discharge Passengers and/or cargo at one or more of the ports of call or destination, Carrier and Vessel shall have the liberty to omit one or more of the ports of call and/or the port of destination without any liability to Passengers on account thereof, and the Vessel may proceed direct to destination or call at such port or ports as Carrier or Vessel's Captain may deem safe or advisable under the circumstances. Passengers booked for ports omitted from the itinerary will be disembarked, with their baggage (conditions permitting), at the next port called at by the Vessel, subject to the terms, conditions and exceptions as stated herein.

C. Carrier may omit, alter and/or curtail any shore excursion or activity that in the judgment of Carrier or Vessel's Captain is likely to result in loss, damage, injury or delay to the Vessel or Passengers.

11. SUBSTITUTION OR CANCELLATION.

A. Carrier may substitute another Vessel for the Vessel named herein, whether owned by Carrier

or not, at the port of embarkment or at any other place. If prevented by any cause whatsoever from sailing or proceeding in the ordinary course, Carrier reserves the right of transferring the Passenger to any other Vessel (whether belonging to Carrier or not) bound for the port of destination or the nearest safe port thereto. The bed, berth or stateroom allocated to Passenger may be changed in the event of a substitution of any Vessel or at the discretion of Carrier at any time without notice

B. Carrier may at any time, before or after embarkation of Passengers, and without notice, cancel the Cruise, change the date of sailing, increase the fare as circumstances warrant, rebook Passengers on a similar Cruise, or reschedule the embarkation date. In the event of cancellation, reschedule or other change, Carrier shall be, in its sole discretion, at liberty by notice to Passenger and without further liability, to (i) cancel the Cruise, and (ii) upon such notice being given and in accordance with applicable law, issue a credit to Passenger in the amount paid for the Cruise or refund to Passenger all sums paid hereunder; *provided, however*, that in the event Carrier cancels a Cruise, rebooks Passenger on a similar Cruise, or reschedules the departure to another vessel and embarkation date due to a force majeure ("Force Majeure"), which shall include, but not be limited to, an act of God, perils of the sea, heavy weather covering the Cruise route or ports, natural disaster, public health emergency, epidemic, pandemic, confirmed outbreaks of diseases including, but not limited to, a coronavirus, including but not limited to, COVID-19, avian influenza (H5N1, "bird flu"), swine flu, Ebola, West Nile, or Zika, government issued travel restriction or advisory impacting any portion of the voyage, including but not limited to, testing and/or quarantine requirements, war, terrorism or threats of terrorism, civil disorder, labor strikes or disruptions, embargoes, or any other reason beyond the control of Carrier that should render sailing inadvisable or dangerous to life/health of the passengers or the Vessel in Carrier's sole discretion, Carrier shall not be obligated to issue any refunds. In the event Carrier cancels a trip in progress, except in the case of a Force Majeure, Carrier shall provide Passenger a prorated refund based on the number of days not completed on the expedition. In the event of postponement, Carrier shall not be required to provide meals on board and may require Passengers to disembark. In the event of an increase in the fare, Passenger may cancel without charge upon written notice to the Company within 72 hours of receipt of notice of such increase, but not later than embarkation.

C. Different terms relating to substitution, rescheduling, changes, cancellation and Force Majeure may apply to Passengers on chartered cruises, Carrier does not owe any obligations directly to Passenger in connection with any Cruise substitution, rescheduling, changes, cancellation or any other changes to a chartered cruise.

12. DISABILITY OF PASSENGER.

A. If in the judgment of Carrier or Vessel's Captain any Passenger may be excluded from landing at any destination by governmental authorities, or may endanger the health, safety or comfort of such Passenger or others by reason of any exposure to bacteria, viruses or other contagion and any illness or condition of such Passenger. If Passenger fails or refuses to observe or comply with any such orders or regulations that are or may be established on board the Vessel for the general comfort or safety of Passengers and crew, Carrier shall have the right to refuse to transport Passenger, or may land or eject Passenger at any port of call, at Passenger's own expense, or may require Passenger to submit to such restrictions on board the Vessel as in the opinion of Vessel's Captain or other officer in charge may be necessary for the safety or comfort of Passenger or others on board. The Captain or such other officer shall be the sole judge of such matter, and Passenger agrees to accept such judgment as final, and neither Carrier nor the Vessel's Captain nor such officer shall be liable for mistakes in judgment exercised in good faith. If Passenger is refused passage or leaves the Vessel for any such reason, Carrier shall not be required to refund any portion of the fare paid and shall not be responsible for any of Passenger's costs. The acceptance of Passenger at embarkation shall not constitute a waiver of any right permitted herein for Carrier or the Vessel's Captain to take action thereafter with respect to any condition or conduct of Passenger. All Passengers are subject to medical examination if required by Carrier.

B. In the event a Passenger fails to board the Vessel prior to the time of its scheduled (or otherwise fixed) sailing from any of the ports visited, the Vessel may, at Carrier's option, sail without the Passenger, whereupon all liability and responsibility of Carrier with respect to such Passenger shall terminate, except to discharge Passenger's baggage and other effects, if any, at the destination named in the Cruise Ticket, subject to the terms, conditions and exceptions stated herein. If Passenger shall establish the failure to board the Vessel reasonably was due to fault on the part of Carrier, then Carrier shall be responsible for the expense

of forwarding the Passenger to the destination named in the Cruise Ticket (or to the Vessel, at Carrier's option), but shall not be in any respect otherwise liable. No persons are authorized to inform Passengers of the times of sailing from ports except the Vessel's officers, and the expedition leader.

13. PHOTO/VIDEO RELEASE AND ASSIGNMENT. Passenger acknowledges that as a normal part of its business, Carrier produces photographic and video recordings of its voyages which are made available to passengers and also may be used by Carrier in advertising and promoting its products. Passenger hereby consents to the making of photographic and video recordings ("images") including Passenger's appearance and voice, while Passenger is engaged in the Cruise, and grants to Carrier the right to use such images and any copies or derivative works therefrom in any manner for promotional and other commercial purposes, in any medium. Passenger releases and assigns to Carrier any right or interest Passenger may have in images including Passenger's appearance and/or voice taken by employees, agents or contractors of Carrier, and waives any rights of any kind in or over such images including rights of (A) compensation, (B) publicity, privacy or copyright, or (C) review, inspection or approval.

14. INDEPENDENT CONTRACTORS. Tours, shore excursions and activities, landbased travel and activities, charter air travel, hotels, restaurants, bus and other transportation, and medical testing services not aboard the Vessel are not under the control of Carrier, and Carrier shall have no responsibility or obligation other than (if undertaken) as agent for Passenger in engaging or contracting for the provision of such services, subject to the terms of those who actually undertake performance of the service, and whether or not the cost thereof is included in the fare for the Cruise. If the Vessel carries a physician, nurse, hairdresser, massage therapist, or any other person customarily providing personal service for a fee, or if Carrier arranges emergency medical care or transportation for Passenger's behalf, that is done solely for the convenience of Passengers and any such person or entity in dealing with a Passenger shall not be considered in any respect as the employee or agent of Carrier, but as an independent contractor. Carrier shall not be liable for any act or omission of such persons or entities, or the services provided by them or those under their orders or assisting with respect to medical testing, diagnosis, treatment, supplies, advice or care of any kind given to any Passenger. The cost or charge for any service provided by any such independent contractor for or on behalf of a Passenger shall be the sole responsibility of the Passenger, and Carrier shall not be liable in any way whatsoever in any such arrangement.

15. GENERAL LIMITATION OF LIABILITY. Carrier and Vessel are not responsible for, and shall not be liable in any manner to Passenger, for any loss, injury, illness, or death to Passenger or any property (whether such property be in the custody of Carrier or otherwise): (A) whenever occurring if caused by or arising from any Act of God, civil commotion or disturbance, labor action, Acts of State or restraint or requisition, fire, robbery, theft, pilferage (whether on board or on shore or whether or not by a person in the employment of Carrier), perils of the sea, errors in navigation, collision, inability to secure or failure of supplies, or any other cause beyond Carrier's reasonable control or actions of any person not shown to have been caused by Carrier's negligence; (B) occurring or sustained after disembarkation from the Vessel or prior to embarkation upon the Vessel, provided, however, that in case the Vessel's boats are used as tenders Carrier's responsibility (subject always to the terms of this Contract) shall be in effect while Passengers are on board said boats; (C) attributable to any cancellation, prevention, change or delay of sailing, or detention during the Cruise caused by accident or otherwise, or for any loss of time, hotel or board bills, travel expenses or other costs incurred in connection therewith; or (D) that arises from or is proximately caused by a pre-existing exposure to a virus or other pathogen, illness or condition. In addition, neither Carrier nor Vessel shall be liable for infliction of emotional distress, mental suffering or psychological injury, whether or not involving negligence or willful fault. Thus, the Carrier disclaims all liability to Passenger for damages for emotional distress, mental suffering, or psychological injury of any kind under any circumstances, except for such damages proven in a court of competent jurisdiction arising from and attributable to Passenger's physical injury or as the result of Passenger having been at actual risk of immediate physical injury proximately caused by Carrier's negligence or intentionally inflicted by the Carrier. Any change in the relationship among parties that constitute the "Carrier's Affiliates" as defined in Section 27 shall not be grounds for cancellation by or refunds to Passengers. Nothing in this Contract shall be construed as depriving Carrier of the benefit of any statute providing for limitation of or exoneration from liability, nor of any liberty, right or remedy, to which it would otherwise be entitled. PASSENGER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT

IN NO EVENT SHALL MYSTIC CRUISES, ITS PARENT, SUBSIDIARIES, AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OFFICERS, DIRECTORS, SUCCESSORS, REPRESENTATIVES, AGENTS AND ASSIGNS BE LIABLE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES. LIMITATIONS AND EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

16. COVID-19 DISCLAIMER. Passenger understands and acknowledges that there is a risk of being exposed to bacteria, viruses and other contagion, including the coronavirus that causes COVID-19, and of contracting an illness or disease, including COVID-19, as a result of such exposure despite screening and testing and other steps taken by the Carrier and Passenger in response to these risks. Passenger also acknowledges that in the event any passenger, crew, staff or others on the Vessel were to test positive for COVID-19 and/or develop symptoms consistent with COVID-19, governmental authorities may require a 14-day or longer quarantine of all individuals on the Vessel either on the Vessel or elsewhere. Passenger hereby waives and releases Carrier from any and all claims, demands, and damages arising from or relating to any exposure to the coronavirus and/or the contraction of any illness or disease as a result of any such exposure, including but not limited to COVID-19, by Passenger or any other person, including claims and damages due or allegedly due to inaccurate test results (including possible false negative test results) and/or the negligence of any Independent Contractor providing any medical screening or testing services, laboratory services, medical evaluation, diagnosis, treatment, advice, and/or recommendations, or any supplies and services for sanitation purposes.

17. The Carrier and Passenger hereby agree that there is no warranty, whether express or implied, as to the fitness, seaworthiness, or the condition of the Vessel, or with respect to the condition of any person on board the vessel or on the land or in ports, or of any food, drink, medicine, medical test or equipment, or provision encountered, supplied or utilized during or in connection with the Cruise whether or not on board the Vessel. ALL WARRANTIES INCLUDING WARRANTY OF FITNESS FOR USE AND OF MERCHANTABILITY ARE EXPRESSLY EXCLUDED. CARRIER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

18. The Passenger acknowledges that the Carrier is not an insurer of his or her safety during the Cruise, including but not limited to embarking or disembarking the Vessel, during the Cruise, pre-Cruise travel and check-ins, or any shore excursions or activities.

19. RELEASE AND ASSUMPTION OF RISK. Passenger acknowledges that there are certain unavoidable risks to Passenger and property associated with expedition travel, including, among others, traveling with other people, collisions of ships or other vehicles, illnesses caused by consumption of food and beverages, illness or disease caused by exposure to bacteria, pathogens, and viruses, including the coronavirus that causes COVID-19, slip and fall due to the motion of the sea or other causes, civil unrest or terrorism, forces of nature such as weather and the unpredictable behavior of animals in the wild, breakdown of equipment, and overexertion. Passenger understands and acknowledges that full medical facilities are not available aboard ship nor, in many cases, in the Vessel's ports of call, to deal with medical emergencies that may arise. Passenger understands that the pricing of the Cruise Ticket is based upon the assumption of these risks by Passenger. Therefore, Passenger hereby releases the Carrier, the Vessel from any liability for personal injuries, illness or death, or loss of or damage to property, occurring during or as a result of the Cruise, including on board ship, on land, on zodiacs or other craft or in transit, except as a direct result of gross negligence or willful misconduct of Carrier (and then subject to all the other provisions of this Contract). Passenger further agrees that Passenger will participate in special activities which may include, but are not limited to, snorkeling, scuba diving, kayaking or biking only to the extent of Passenger's physical ability and qualification by experience, and agrees to assume all the risks of such activities, whether known or unknown, as well as all risks arising out of Passenger's personal medical condition prior to the Cruise, whether or not disclosed to the Carrier, and whether or not asymptomatic prior to the Cruise.

20. TIME LIMIT FOR CLAIMS. No claim for loss, emotional or physical injury, illness, or death shall be enforceable against Carrier or Vessel unless notice thereof in writing with full particulars of the claim

be delivered to Carrier within 185 days (30 days for claims relating to baggage or other loss), and unless suit is commenced within one year (six months for claims relating to baggage or other loss), after the day of such loss, injury or death, but provided that whenever Passenger's baggage or other property is inspected by Customs Authorities at the port of debarkation, notice of any loss or damage thereto must be given in writing to Carrier or its agent before removal of such baggage or other property from the place of Customs inspection. If written notice of a claim is not given and suit not commenced within the time limits provided herein (which provisions are not subject to waiver or extension by any employee or agent of Carrier) all suits and actions thereon no matter by whom instituted shall be barred. In any case where the periods fixed in this Contract for the filing of claims and/or the institution of suits are less than allowed in any statute relating to the carriage of Passengers or their baggage by sea, then this clause shall be construed and take effect as though the periods fixed for the filing of claims and/or the institution of suits were the periods referred to in such statute.

21. DATA PROTECTION. For the purposes of this Contract, the terms "personal data" and "processing", as well as any other related terms and expressions, must be interpreted in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data as complemented by national or European legislation, interpretations and guidelines issued by European and national authorities, as well as by any case law relevant (collectively referred to as "GDPR").

Within the scope and for the performance of this Contract, Passenger consents to the processing of Passenger's personal data, such as name, address, nationality, gender, date of birth, phone number, identity document's number, diet, medical treatments, reduced mobility, allergies, medical prescriptions, booking details such as cruise's identification, cabin's number, arrival and departure date, flight details, rates.

22. JURISDICTION AND FORUM. Any and all disputes, claims, or controversies whatsoever, other than for emotional or physical injury, illness or death of a Passenger, whether based on contract, tort, statutory, regulatory, constitutional or other legal rights, including but not limited to alleged violation of civil rights, discrimination, consumer protection or privacy laws, or for any losses, damages or expenses, relating to or in any way arising out of or connected with the Cruise Ticket, this Contract or the Cruise, no matter how described, pleaded or styled, between the Passenger and Carrier, shall be referred to and resolved exclusively by Portuguese Courts to the exclusion of any other. Passenger hereby consents to jurisdiction and waives any venue or other Courts of Law. In any event, no claim described in this Section may be brought against Carrier unless written notice giving full particulars of the claim is delivered to the Carrier within thirty (30) days of termination of the Cruise and legal action on such claim is commenced within six (6) months from the date the claim arose, notwithstanding any provision of law of any state or country to the contrary.

23. GOVERNING LAW FOR CLAIMS. Any dispute, claim or cause of action arising under, in connection with or otherwise incident to the Cruise Ticket, this Contract or the Cruise that is the subject hereof, whether sounding in contract, tort, negligence or otherwise, shall be subject to Portuguese Law, without regard to choice of law rules and principles, which replaces, supersedes and preempts any provision of law of any state or nation to the contrary.

24. WAIVER OF IN REM AND QUASI IN REM PROCEEDINGS. IN THE EVENT OF A MARITIME TORT, PASSENGER MAY HAVE THE RIGHT TO PROCEED IN REM TO ARREST THE VESSEL OR ITS APPURTENANCES FOR PURPOSES OF SECURITY OR PROCEED QUASI IN REM TO ATTACH ANY OF THE CARRIER'S VESSELS TO ESTABLISH JURISDICTION. PASSENGER HEREBY WAIVES ANY RIGHT TO AN IN REM OR QUASI IN REM PROCEEDING TO ARREST OR ATTACH ANY OF CARRIER'S VESSELS FOR THE PURPOSES OF OBTAINING SECURITY OR JURISDICTION, AND WILL RELY SOLELY ON THE CREDIT OF THE CARRIER IN BRINGING ANY CLAIM AGAINST CARRIER, IF AT ALL.

25. LIMITATIONS OF LIABILITY FOR INTERNATIONAL EU CRUISES. On international cruises which neither embark, disembark nor call at any U.S. port and where the Passenger commences the

Cruise by embarkation or disembarks at the end of the Cruise in a port of a European Member State, Carrier shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided under EU Regulation 392/2009 on the liability of carriers to passengers in the event of accidents. Unless the loss or damage was caused by a shipping incident, which is defined as a shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship (as defined by the Regulation), Carrier's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") (approximately U.S. \$550,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal) if the Passenger proves that the incident was a result of Carrier's fault or neglect. If the loss or damage was caused by a shipping incident, Carrier's liability is limited to no more than 250,000 SDRs (approximately U.S. \$345,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal). Compensation for loss caused by a shipping incident can increase to a maximum of 400,000 SDRs unless Carrier proves that the shipping incident occurred without Carrier's fault or neglect. Shipping incidents do not include acts of war, hostilities, civil war, insurrection, natural disasters, or intentional acts or omissions of third parties. In cases where the loss or damage was caused in connection with war or terrorism, Carrier's liability for any personal injury or death (whether occurring during a shipping incident or a non-shipping incident) is limited to the lower of 250,000 SDRs per passenger or 340 million SDRs per ship per incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009. For more information on the EU Regulation 392/2009, please see the Official Journal of the European Union EU Regulation 392/2009 PDF <https://eurlex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32009R0392&from=EN>. In addition, Passengers embarking a Cruise in a European Member State port are afforded rights under EU Regulation 1177/2010. For additional information on EU Regulation 392/2009 and EU Regulation 1177/2010, please visit <https://www.expeditions.com/liability-limitations/>.

26. **INDEMNIFICATION.** Passenger agrees to reimburse and indemnify Carrier for any damages, liabilities, losses, penalties, fines, charges or expenses of any nature whatsoever incurred by Passenger or imposed upon Carrier as a result of any act, omission or violation of law or this Contract by Passenger or any minor or other in Passenger's care.

27. **BENEFIT OF TERMS.** All rights, exemptions from liability, defenses and immunities of whatsoever nature referred to in this Contract as applicable to Carrier shall in all respects inure also for the benefit of the Vessel and its crew, as well as the Carrier's and the Vessel's respective owners, operators, managers, licensors, charterers, agents, and all affiliated and associated companies, sales representatives and employees of all such companies and individuals (collectively, "Carrier's Affiliates"), and all contractors of Carrier or Carrier's Affiliates acting in the course of or in connection with their respective engagements. For the purposes of this clause, Carrier is or shall be deemed to be acting on behalf and for the benefit of all such persons and entities, who shall to this extent be or be deemed to be parties to this Contract.

28. **ENTIRE CONTRACT.** The provisions of this Contract along with any Terms & Conditions issued by Carrier upon booking, which are incorporated herein by reference as if fully set forth, represent the entire agreement and binding contract between Passenger and Carrier. This Contract may be amended only by a writing signed by Passenger and Carrier, and no representations or conditions contained in Carrier's, or any third party's, advertisements, notices, pamphlets, booklets or other literature, or made by any of Carrier's employees or Agents shall in any way affect or modify Carrier's liability. If any term or provision of this Contract is invalid or unenforceable, the remaining terms and provisions of this Contract shall remain in full force and effect. The captions to the various provisions hereof are for convenience only, and shall not be interpreted to restrict or limit any such provision