



## TERMS AND CONDITIONS

### GENERAL TERMS AND CONDITIONS (November 2025)

**IMPORTANT NOTICE:** These terms and conditions (the “Terms”) govern the booking and sale of your various travel accommodations through Riverside Collection, Americas, Inc., a Delaware corporation (hereinafter the “Company”, “we”, “our” or “us”). Your actual travel accommodations are governed by the terms and conditions or other agreement or agreements (collectively, the “Supplier Agreements”) between you and Riverside Collection Operations GmbH, an entity organized under the laws of Switzerland (d/b/a Riverside Luxury Cruises) (the “Carrier”) and/or any other third-party supplier providing travel services (together with the Carrier, the “Suppliers”). Please carefully read all of these legally binding Terms and your Supplier Agreements. These Terms contain, among other things, disclaimers, specific limitations of liability (including waivers and liability releases in Section XII) and substantial penalties for cancellation.

### I. GENERAL CONDITIONS

These Terms govern the terms of your use and access to the Company’s websites, other online or wireless offerings (whether accessed by computer, mobile device or other technology), and in-person or remote communications with Company employees or representatives (collectively, “Company Services”) as well as the booking and purchase of Travel Accommodations (defined below) through the Company Services (your “Reservation”). By accessing the Company Services and/or making a Reservation you acknowledge and agree that you have read and understand these Terms and that you have accepted and agreed to be bound by these Terms.

The Supplier Agreements govern the flight, transportation, hotel, cruise, excursions and/or other travel accommodations purchased through the Company Services (collectively, the “Travel Accommodations”). The Supplier Agreements, incorporated herein by reference, shall inure to the benefit of the Company.

The Company reserves the right to update or amend these Terms at any time. You agree to be bound by the Terms as listed online at the time you access the Company Services and/or book your Reservation.

## II. RESERVATIONS FOR TRAVEL ACCOMMODATIONS

### A. ELIGIBILITY TO BOOK A RESERVATION

The person making the Reservation (the “Party Leader”) must be at least 18 years of age. In all cases, the Party Leader represents and warrants that all participants in the Travel Accommodations (collectively, the “Participants”) have consented to, accepted, and agreed to be bound by these Terms.

### B. RESTRICTIONS FOR MINORS

An adult must accompany Participants under 18 years of age (“minors”) on all Travel Accommodations. The Company and the Suppliers are not liable for the behavior, security or supervision of minors on your Reservation, or for any harm that may be caused by or to minors on your Reservation. You are solely responsible for the behavior, security and supervision of all minors on your Reservation. Please be aware that balcony suites of any kind may be unsafe for small children. The Carrier does not provide child-specific programs or child-care facilities.

### C. GROUP TRAVEL

Your Reservation is considered a “Group Reservation” if you book Travel Accommodations for eight (8) or more people (collectively, the “Group”). There are certain exclusive benefits and value-adds when booking a Group Reservation, and certain differing timelines, as explained in detail in the <https://www.dropbox.com/scl/fi/fads6twgb8haerf64rbw7/260414-RS-Group-Policy-Flyer-USA.pdf?rlkey=q5z4pa8g1walubtjfo0jdxq7f&st=0iwt0h33&dl=0>, as the same may be amended from time to time at the discretion of the Company.

### D. PREGNANCY AND MINIMUM AGE

Medical doctors are not available on board the Carrier’s vessels. If you or any Participant requires medical care during the course of your travels, you and your Participants will be jointly and severally liable for all costs associated with such medical care. Any such medical care must be sought through a local medical facility if and when available.

For safety reasons, and due to the limited (or non-existent) medical care available on board the Carrier’s vessels, the following restrictions apply with respect to pregnancies: Up to the 21st week of pregnancy, pregnant travelers must produce a medical confirmation of fitness to travel. If a pregnant traveler is in the 22nd week or more of pregnancy on embarking, they cannot be accepted as a passenger. Children who are not at least three months old on embarking also cannot be accepted as passengers.

#### E. ACCURACY OF INFORMATION

You must provide all information requested by the Company along with your initial Deposit. You are responsible for providing and verifying full, complete and accurate information for you and all Participants at the time of booking your Reservation and at any time additional information is requested by the Company or the Suppliers. The Company reserves the right to cancel your Reservation and all Travel Accommodations, and retain all related Deposits, cancellation fees, or other amounts, if the information you provide is incomplete or inaccurate. Under no circumstances is the Company liable for any errors or omissions in the information provided by you. You are solely responsible for all fees assessed due to incomplete, erroneous or inaccurate information.

#### F. INFORMATION PRIVACY

Your information privacy is specified in our Privacy Policy, which may be found here: <https://riverside-cruises.com/assets/local/PDF/Privacy-Policy-US.pdf> ("Privacy Policy"). The Privacy Policy provides additional information regarding our treatment and use of your data and further details your rights as an individual, including your ability to modify our use of your data. We take your privacy seriously and agree to only use and disclose your data in accordance with these Terms and our Privacy Policy. By making a Reservation with the Company you, on behalf of yourself and each Participant, covenant and agree to indemnify and hold harmless the Company and its affiliates in respect of the Company's use, storage or transfer of your information as provided in these Terms and the Privacy Policy. By accessing the Company Services, you covenant and agree that you have obtained all necessary and proper consents to provide the Company with personal information of all Participants.

#### G. SUBJECT TO CHANGE ITINERARIES

The Company will notify you via email when the final itinerary is available for departures advertised with "subject to itinerary modifications".

#### H. TRAVEL DOCUMENTS & HEALTH REQUIREMENTS

Carrier itineraries operate within Europe. The passport, visa, or other travel document requirements of you and your Participants, together with any immigration requirements, are solely your responsibility. It is your responsibility to obtain and have in your possession proper and valid documentation (including, without limitation, identification cards, passports, visas and/or vaccination records) required for entry and departure for each country to and from which you travel. You should contact your travel agent, consulate service or the Suppliers to determine what documents are required for your travel. You are solely responsible for the cost incurred during travel for missing, incomplete or defective documentation. The Company is not liable for any loss or expense incurred due to loss, damage, or

errant entry, exit or travel documentation. Travel information (including airline confirmation information, hotel reservations, or other similar information, as applicable) will be sent via email, approximately two to four weeks prior to departure. Any delay in your final payment will delay delivery of your travel information.

It is also your sole responsibility to check all compulsory and recommended health requirements (including vaccinations) prior to travel and to ensure that you are in receipt of any and all necessary vaccination certificates and other health documentation. Requirements may vary by country. The costs of obtaining any such documentation are your responsibility and the Company has no liability if your Travel Accommodations are affected as a result of your or any of your Participant's failure to comply with any health, safety or other requirements for travel.

### III. PRICING & PAYMENT

#### A. PRICING

Prices shown for the specific Travel Accommodations requested and, for cruises with the Carrier, are per person, based on two (2) people sharing a room inclusive of taxes and gratuities. Prices do not include any other goods or services. Unless specifically noted in your Reservation, no other Travel Accommodations, taxes, gratuities or fees are included in your Reservation.

All prices are set by Suppliers and are subject to change without notice. Obvious pricing errors and misprints are not binding on the Company. In the event the price listed, quoted, or confirmed is incorrect due to a system error, human error or other error, the Company reserves the right to correct the price and re-invoice you at the correct price or to cancel your Reservation and refund

any amounts paid by you to the Company. For example, if you book a river cruise that was mistakenly offered for \$1, we reserve the right at any time (including after payment) to either invoice you for the correct price of the river cruise or to cancel your Reservation and refund any amounts paid by you.

If you make your own transportation, hotel, or other travel arrangements, the Company is not liable for any such arrangements or any losses arising or resulting from such arrangements or any cancellation or changes to such arrangements.

#### B. PAYMENT METHOD

The Company accepts payment through Visa, MasterCard, Discover/Novus, and American Express. Some credit card companies may impose a "Foreign Transaction Fee" even though your transaction is denominated in U.S. dollars. These fees are not reflected in the prices shown.

#### C. DEPOSITS

At the time of Reservation a per person, per trip deposit in an amount equal to ten percent (10%) of the full travel costs is

required (the "Deposit"). As of October 15, 2025, the Deposit is non-refundable and transferable. The deposit amount may vary based upon the trip and services booked. We reserve the right to return any Deposit and decline to issue a booking confirmation at our sole and exclusive discretion.

Your Deposit will be considered accepted by us once we issue you or your travel agent (your "Advisor") a booking confirmation of your Travel Accommodations. You are responsible for verifying the details of your Travel Accommodations as set forth in your booking confirmation or any other documents we or your Advisor sends to you regarding your Travel Accommodations (collectively, the "Confirmation Material"). If any of the information contained in the Confirmation Material is incorrect or incomplete, you must notify in writing within ten (10) days after receipt of the Confirmation Material, as it may not be possible to make later changes to such materials.

In addition to the Deposit, Suppliers may also require additional deposits which may or may not be refundable, as provided in the Supplier Agreements.

#### D. FULL PAYMENT

Unless otherwise required by the Supplier, your final payment for all outstanding amounts owed for the Travel Accommodations (the "Final Payment Date") is (i) if you are part of a Group, one hundred twenty (120) days prior to the first date of your Travel Accommodations (your "Departure Date"), and (ii) in all other instances, ninety (90) days prior to your Departure Date. If your Reservation is not paid in full by the Final Payment Date, your Reservation and Travel Accommodations will be canceled and the Deposit, plus any travel protection and all other third-party charges, will be retained by the Company or third-parties, as the case may be.

Reservations made after the Final Payment Date require payment in full at the time of booking your Reservation.

The Party Leader is responsible for making all payments due to us under his/her Reservation. All Participants, however, are jointly and severally liable for all payments due under the Reservation.

#### IV. CHANGES TO RESERVATIONS & CANCELLATIONS OF CRUISE RESERVATIONS AND TRANSFERS

##### A. RESERVATION CHANGES

The timing of each activity or any travel itinerary under your Reservation is not guaranteed and is subject to change at any time, with or without advance notice to you. No refunds will be provided for such changes.

##### 1. CHANGES ON OR BEFORE THE FINAL PAYMENT DATE

You may make revisions to a Reservation one (1) time on or before the Final Payment Date, free of charge from the Company. For any subsequent revisions, you will be charged a minimum \$25 per person fee by the Company. These fees are non-refundable. We will do our best to make any requested changes, although it may not always be possible to do so.

The Suppliers may charge additional fees for any revisions,

including those made on or before the Final Payment Date, per the terms of the Supplier Agreements.

Any discounts you may have received when you made your original Reservation may be altered, reduced, or eliminated if such discounts are altered, reduced or eliminated at the time you make changes to your Reservation.

If you are part of a Group, the time in which changes are permitted may differ, and are further outlined in the <https://www.dropbox.com/scl/fi/fads6twgb8haerf64rbw7/260414-RS-Group-Policy-Flyer-USA.pdf?rlkey=q5z4pa8g1walubtjfo0jdxq7f&st=0iwt0h33&dl=0>

##### 2. CHANGES AFTER THE FINAL PAYMENT DATE

Any change to a Reservation (including, without limitation, changes to a Participant's name, the Departure Date, or Travel Accommodations) after the Final Payment Date is treated as a full cancellation and new reservation. All cancellation fees apply in these instances.

No refunds will be issued for unused services (late arrivals, temporary absences from your trip or early departures), for unused transportation (including where group activity tickets are involved), or for voluntary modifications made by you. To the extent you have obtained travel insurance, your travel insurance may cover (in full or in part) any costs incurred by you; any claim for such coverage should be made directly with your travel insurer.

##### B. CANCELLATION BY YOU

##### 1. CANCELLATION OF CRUISE RESERVATION

You may cancel your Reservation at any time by notifying the Company in writing, subject to the fees described below in addition to any other fees or penalties imposed by Suppliers per the terms of the Supplier Agreements. Cancellation notifications must clearly and correctly state each guest's name, the ship name, the start and end date of your cruise and a brief statement of the reason for cancellation.

UNLESS OTHERWISE PROVIDED IN A SUPPLIER AGREEMENT OR THE [GROUP POLICY], RESERVATIONS ARE SUBJECT TO THE FOLLOWING CANCELLATION FEES:

**Ninety-One (91) or more days prior to the Departure Date**  
10% of full fare

**Between ninety (90) and thirty-one (31) days prior to the Departure Date**  
40% of full fare

**Between thirty (30) and fifteen (15) days prior to the Departure Date**  
75% of full fare

**Fourteen (14) days or fewer before the Departure Date**  
90% of full fare

Please be aware that Supplier Agreements may provide that additional charges apply and/or that cancellation charges may equal 100% of your full fare. You should carefully read your Supplier Agreements to understand the specific cancellation fees and charges that may be imposed.

## 2. TRANSFERS

If a transfer, in particular from an airport or railway station, is part of the tour service, the obligation to carry out the transfer ends if the relevant traveler does not appear at the agreed meeting point within half an hour of the agreed point in time. The Company retains the claim to the payment of the transfer; however, it must be offset against the value of the saved expenses as well as that benefit gained from different utilization of the unclaimed service, including the amounts credited by the service providers. If the Organizer provides a transfer for the relevant traveler after this point in time, the traveler must bear the corresponding additional costs, plus a service charge of € 20.00.

## C. CANCELLATION OF CRUISE OR CHANGES TO YOUR TRAVEL ACCOMMODATIONS BY THE COMPANY

Once your Reservation has been confirmed, we will make every reasonable effort to provide you with the Travel Accommodations provided in your Reservation. Occasionally, it may be necessary to amend or cancel your Reservation. We will notify you or your Advisor of any alteration or cancellation as soon as reasonably practicable.

We and the Suppliers expect all customers to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other customers. If, in our or a Supplier's opinion, your behavior or the behavior of any of your Participants is causing or is likely to cause distress, danger or substantial annoyance to any other person, damage to property, or to cause a delay or diversion (collectively, "Inappropriate Conduct"), we or the Supplier reserve the right to immediately terminate your Reservation in compliance with these Terms or the Supplier Agreements.

The Company reserves the right to cancel or reschedule your Reservation or any Travel Accommodations provided therein at any time and for any reason, including (i) any cancellation of Travel Accommodations by a Supplier, (ii) any material misrepresentation or breach of a Supplier Agreement by you, a Participant, or a member of your Group, (iii) medical necessity of you, a Participant, or a member of your Group, (iv) any unlawful behavior or Inappropriate Conduct by you, a Participant, or a member of your Group (including, without limitation, possession of illicit or flammable substances, or weapons), or (v) any loss, damage, or other injury arising out of or caused by, directly or indirectly, forces beyond our control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, pandemics or disease, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications

or computer (software and hardware) services (each event in (i) through (iv), a "Force Majeure Event").

In the event your Reservation and Travel Accommodations are cancelled by the Company at any time due to a Force Majeure Event, the Company will, at the Company's sole and exclusive discretion, either (i) book an alternate sailing acceptable to you, (ii) provide a future travel/booking credit for the portion of your trip impacted, or (iii) provide a full or partial refund of your fees.

Future travel/booking credit will be redeemable for travel with the Company during the one (1) year period immediately following your original Departure Date. If a future travel/booking credit is not acceptable to you, the Company will refund all sums paid to us for services not performed, but solely to the extent such amounts are refundable in accordance with the terms of the Supplier Agreements.

In the event of a cancellation by the Company at any time for any reason other than a Force Majeure Event, the Company will try, at your discretion, to rebook the same trip with a different Departure Date, or a similar trip, but there is no guarantee of availability. The Company will refund the difference in price if the alternate is lower. You are responsible for additional costs if the alternate is higher. If this rebooking option is not acceptable to you, the Company will refund all sums paid to us for services not performed to the extent such amounts are refundable in accordance with the terms of the Supplier Agreements.

YOU ACKNOWLEDGE AND AGREE THAT, IF YOUR RESERVATION IS ALTERED OR CANCELLED BY THE COMPANY FOR ANY REASON, YOU SHALL HAVE NO CLAIM AGAINST THE COMPANY OTHER THAN FOR A REFUND OF THE AMOUNTS ACTUALLY PAID BY YOU TO THE COMPANY.

All refunds will be paid to you within thirty days after the Company receives the funds from the Supplier with whom the services were arranged, or if the funds were not sent to the Carrier or Supplier, the refund will be paid to you within ten days after cancellation.

Independent travel arrangements (including, by way of example only, flights, airport parking, ground transportation, etc.) that you may separately arrange do not form part of our contract with you. Should we need to make changes to your Reservation we are not liable for any amendment or cancellation charges incurred by you in respect of such independent travel arrangements, nor any other independent purchases made by you.

Occasionally we may have to make a significant change to your Travel Accommodations. Such changes include, but are not limited to, (i) a change of accommodation area for the whole or a significant portion of your trip, (ii) a change of accommodation to that of a lower standard or classification for the whole or a significant portion of your trip, (iii) a change of outward departure time or overall length of your arrangements, (iv) a change to your itinerary, including missing one or more destinations entirely. We will inform you or your Advisor of any

significant change to your Travel Accommodations as soon as reasonably practicable.

If we have to make a significant change to your Travel Accommodations, and if there is sufficient time to do so before departure, we will offer you the choice of (i) accepting the changed arrangements, (ii) cancelling your Reservation and refunding monies paid, to the extent such amounts are refundable in accordance with the terms of the Supplier Agreements, or (iii) if available, rebook the same trip with a different Departure Date, or a similar trip, but there is no guarantee of availability.

## V. SPECIAL ACCOMMODATIONS

### A. REQUESTS FOR SPECIAL ACCOMMODATIONS

If you require assistance or accommodation in accessing the Company Services or making your Reservation, please contact the Company at any time. If you or any Participant has any special requirements or disabilities, or otherwise require medical or other accommodations, all such information and requests for special accommodations must be disclosed to the Company and the Suppliers at the time of making your Reservation. If such requirements or requests arise after you make your Reservation, you are responsible for notifying us and the Suppliers as soon as possible.

You should confirm any requests in writing to the Company. Our receipt of any request for a special accommodation does not guarantee or confirm that the Supplier will meet such request. Suppliers are responsible for addressing any special accommodations or assistance you may require according to the terms of the Supplier Agreements and applicable law. We are unable to accept Reservations that are conditioned upon a request for special accommodation and any Reservation accepted by us, regardless of the requests made, will be treated as not being conditioned on the provision of such special accommodations, unless otherwise required by applicable law. If the Company and/or the Suppliers have not received notice of your requirements or requests, or, to the extent permissible under applicable law, cannot accommodate your requirements or requests we or the Suppliers may cancel your Reservation or Travel Accommodations in accordance with applicable policies and procedures and applicable law.

### B. DIFFERING LAWS IMPACT AVAILABILITY OF SPECIAL ACCOMMODATIONS

Certain laws that may protect you in the United States, such as the Americans with Disabilities Act and the Americans with Disabilities Act Amendments Act, are only applicable in the United States. To the extent your Reservation is for Travel Accommodations outside of the United States, these laws will not apply and the laws of the country in which you travel may not offer similar protections. **THE COMPANY IS NOT LIABLE FOR DENIAL OF SERVICES TO YOU BY**

**ANY SUPPLIER OR OTHER THIRD PARTY. THE COMPANY IS NOT LIABLE FOR ANY ADDITIONAL COSTS INCURRED FROM A DENIAL OF SERVICES UNDER THIS SECTION.**

### C. WHEELCHAIRS AND MOTORIZED SCOOTERS

You must notify us at the time of making your Reservation if you, any of your Participants or any member of your Group are traveling with a wheelchair, walker or other mobility assistance device (such as a motorized scooter, crutches, etc.). If the need for a wheelchair or walker arises after you make your Reservation, you must notify us promptly after you become aware of the need.

Because your Travel Accommodations will be provided outside of the United States, certain laws and protections that may be in place in the United States that allow you to access accommodations with wheelchairs, walkers or other mobility assistance devices may not be available.

During your cruise, and at other times during your Travel Accommodations when you are outside of the United States, you and all other customers must be able to walk up and down steps and on ramps without a wheelchair, walker or other mobility assistance device. Outside the United States, gangways and ramps may not be wide enough or equipped to accommodate wheelchairs, walkers or other mobility assistance devices. If Suppliers are able to accommodate your need for a wheelchair, walker or other mobility assistance device, you are responsible for the storage, maintenance and use of such devices.

## VI. TRAVEL ACCOMMODATION SELECTIONS

### A. HOTEL ACCOMMODATIONS

The Company does not secure early check-in (unless specifically noted in your Reservation) for any hotel stay included in your Reservation. Check-in times vary worldwide and are solely at the discretion of the hotel. At your discretion, you may inquire about early check-in when you arrive and pay the hotel directly for this service.

Unless specifically stated in your Reservation, your hotel reservation is for a standard, twin-bed room (two separate beds per room). Double-bed rooms (one bed per room) or other room configurations or accommodations are not guaranteed but may be indicated as a preference on your Reservation. Assignment of rooms is at the hotel's discretion and is not controlled by the Company.

Hotels are not guaranteed. The Company reserves the right to substitute hotels of similar standards at our discretion. No refunds are provided for hotel changes. Should you wish to cancel your Reservation because of a hotel change, full cancellation fees apply.

Hotel rewards, points or other similar benefits cannot be earned or redeemed with hotel stays included in your Reservation.

## B. STATEROOMS WITH THE CARRIER

Unless available and specifically included in your Reservation, for any cruises with the Carrier included in your Reservation, staterooms are assigned upon embarkation. The Carrier reserves the right to change your cabin when necessary. Upgrades must be purchased in advance of departure; there is no guarantee of upgrade availability if not purchased in advance. The Company cannot guarantee fulfillment or special arrangements or requests, such as adjoining rooms, special bed configurations, or nonsmoking room requests.

## C. TRAVEL INSURANCE

We encourage you to strongly consider obtaining travel insurance. You are responsible for payments owed under your Supplier Agreements regardless of whether you obtain travel insurance. If you obtain travel insurance, you are solely responsible for determining the extent of your coverage, including whether your coverage fully covers all of your personal requirements (such as, by way of example only, pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness). If you choose to travel without travel insurance or without adequate travel insurance, we are not liable for any losses you may sustain which travel insurance would have otherwise covered.

The Company has a relationship with Allianz Travel Insurance ("Allianz"). Specifically, the Company and your Advisor (if any) may obtain a referral fee from Allianz for any travel insurance you may purchase through Allianz. [Click here to learn more about Allianz world travel protections](#) or [here to book Allianz travel insurance](#). Company does not have any control over Allianz's websites and makes no representation as to the coverage it provides and/or the content of, or safety of accessing, the foregoing links.

Other than the Company's relationship with Allianz, all other travel insurance providers are independent from the Company. Whether you purchase travel insurance through Allianz or any other provider, the terms and enforcement of such travel insurance are solely governed by any contract between you and the insurer.

## D. AIRFARE & FLIGHTS

All airlines are independent from the Company. The Company does not own, manage or operate any air carrier or aircraft. You are responsible for your air travel. The Company is not responsible for any loss resulting from cancellation or changes in international gateways, itineraries, or travel dates. We recommend that you avoid airline tickets with high change fees. Your airline ticket is a contract between you and the air carrier only, even if you purchase your airfare through the Company. There are various options for international air travel. Air services are subject to the air carrier's terms and conditions, any Supplier Agreements between you and the air carrier and applicable law. The Company has no relationship with Regal Wings, a provider of private and premium airfare services. The Company may provide your, and your other Participant's, contact information to Regal Wings in connection with your Reservation so that a member of the Regal Wings team may reach

out to you to explain its offerings. You hereby authorize Company to provide your and your Participant's contact information to Regal Wings.

## E. ADVISORS

An Advisor earns a ten percent (10%) commission on Travel Accommodations secured primarily through the Advisor's efforts. The commissions paid to an Advisor are based solely on amounts actually received and retained by the Company. Advisors may be provided full or partial commission protection where clients use non-referred insurance for a covered cancellation. Full commission protection applies when using the Company's preferred provider, Allianz. Advisors who sell Allianz travel insurance through the Company may be eligible for commission protection on the full booking total, if the booking is paid in full and then cancelled for a covered reason. Additionally, Advisors may receive an additional ten percent (10%) commission on Reservations where the client purchases Allianz travel insurance through the Company.

## VII. LIMITED LICENSE TO USE OUR WEBSITE OR OTHER COMPANY SERVICES

Users are granted a limited, revocable non-exclusive license to access our website and the content and services provided on our website solely for the purpose of using Company Services or researching any of the products or services offered on our website, participating in an interactive area hosted on our website (such as posting reviews or uploading images) or for any other purpose clearly stated on our website, all in accordance with the Terms. Any use of our website that is not for one of these purposes or otherwise in accordance with the Terms or as otherwise authorized by us in writing is expressly prohibited.

## VIII. PROHIBITED ACTS

The license to use our website only extends to the uses expressly described herein. The license to use our website granted to users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or any derivative use of our website nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines that use tools to gather information for the sole purpose of displaying hyperlinks to our website, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engines" do not include a website or search engine or other service that provides classified listings or property rental advertisements, or any subset of the same or which is in the business of providing vacation property rental services or other services that compete with us.

Unauthorized uses of our website also include, without limitation, those listed below. You agree not to do any of the following, unless otherwise previously and specifically agreed to by us.

1. Put to use for any commercial purpose our website or any content on our website, other than by Advisors in good standing with us;
2. Copy, reproduce, upload, post, display, republish, distribute or transmit any part of the content in any form whatsoever;
3. Reproduce any portion of our website on your website or otherwise, or mirror or replicate any portion of the website;
4. Deep-link to any portion of our website without our express written permission;
5. Modify, translate into any language or computer language or create derivative works from, any content or any part of our website;
6. Sell, offer for sale, transfer or license any portion of our website in any form to any third parties;
7. Use our website to post or transmit information that is in any way false, fraudulent, or misleading, including making any reservation or inquiry under false pretenses, or taking any action that may be considered phishing or that would give rise to criminal or civil liability;
8. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material;
9. Violate, plagiarize or infringe the rights of us or third parties including, without limitation, copyright, trademark, patent, trade secrets, rights of publicity or privacy or any other intellectual or proprietary rights; or
10. Use or access our website in any way that, in our sole discretion, adversely affects, or could adversely affect, the performance or function of our website or any other system used by us or the website.
11. If you are aware of, or experience, any content, activity or communication through or in connection with the website that appears to be in violation of the above restrictions, or in violation of any other provision of these Terms, we ask that you please inform us by contacting us as set forth under "Contact Us" below.

## IX. COPYRIGHT NOTICES

### A. OUR COPYRIGHTS

Our website and all content and information on our website are protected by copyright as a collective work and/or compilation, under applicable U.S. and international copyright laws and conventions and database rights. You agree to abide by any and all copyright notices, information or restrictions contained in or relating to any content on our website. Copying, storing or otherwise accessing our website or any content on our website other than for your personal, noncommercial use is expressly prohibited without prior written permission from us or as provided for above in Section VIII.

## B. OUR TRADEMARKS

The Riverside name and logo and those of our affiliates are trademarks, either registered or by common law in the United States and other jurisdictions around the world (the "Trademarks"). We generally do not permit the use of our names and logos, other than as described below or with our prior written authorization. If you want permission to use our name and/or logo in any other

manner, including, without limitation, on any website, business card, signage, t-shirt, etc., or if you have other questions, you may contact us as provided below. There are limited ways in which you may use our trademarks or logos in connection with a listing without specific prior written authorization. The following are general guidelines. It is usually permissible for you to refer to the Trademarks or the name of one of our affiliate websites in the course of offering the Company Services to others or in other permissible communications. However, you may not use the Trademarks in any way that would lead another to believe that we sponsor or are officially affiliated with you.

## C. YOUR RIGHTS

You hereby represent and warrant that you (a) have all necessary rights to sublicense, without any restrictions, any content you provide to us in the use of our website or Company Service, and (b) by providing any information to us, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the content, which may include, without limitation, one or more copies, photographs, likenesses of individuals, and reviews.

## X. THIRD-PARTY WEBSITES

Our website may contain links and pointers to other Internet sites and resources. Links to and from our website to other third-party websites, maintained by third parties, do not constitute an endorsement by us of any third parties, the third-party websites or the contents thereof. We may also provide tools to allow interaction between our website and a third-party website, such as a social media site. We are not responsible in any way for such third-party websites or resources and your use of such websites and resources will not be governed by these Terms.

## XI. LIABILITY FOR UNLAWFUL BEHAVIOR OR INAPPROPRIATE CONDUCT

If you, any of your Participants, or any member of your Group engage in any unlawful behavior or Inappropriate Conduct you,

your Participants and the members of your Group will be jointly and severally liable for any resulting damage, loss, claim, cause of action or other injury (collectively, "Losses"). Full payment for any such Losses must be paid directly to us or the applicable Supplier at the time such Losses are incurred.

## XII. WAIVERS & DISCLAIMERS

### A. COMPANY REPRESENTATIONS

A provision of these Terms may not be waived or varied except in writing, signed by an authorized representative of the Company and you.

Suppliers are third-parties and are not agents, employees, servants, or joint ventures of the Company or its affiliates and have no right, ability or authority to act on behalf of or in the name of the Company. From time-to-time, and for the purpose of identifying certain Suppliers as the provider of a component or part of your Travel Accommodations, a Supplier may utilize the name "Riverside" on promotional media, signage, or attire. Although you may see the Company name on vehicles, signs, apparel, or elsewhere, its use by Suppliers is solely for the purpose of identification and does not represent or signify in any way ownership, management, supervision, direction, or control, or the right to direct or control by the Company of services that are provided by the Suppliers or their employees, servants or agents.

### B. CARRIER WAIVERS

You are required to sign a Health & Safety Waiver before participating in any travel with the Carrier.

The Carrier also requires that you sign a liability release on the first day of your cruise with the Carrier. During the course of your Travel Accommodations, Suppliers or other third parties may require you to execute additional documents, waivers or releases before participating in any such Travel Accommodations or other activities.

If you or any Participant do not sign the waiver, releases or other documents as requested by the Suppliers or other third parties, the Company reserves the right to cancel your Reservation and Travel Accommodations and retain all amounts paid by you prior to such cancellation. The terms and conditions of all such waivers, releases or other documents shall inure to the benefit of the Company.

### C. DISCLAIMER OF CERTAIN LIABILITIES; INDEMNIFICATION

THE COMPANY ACTS SOLELY AS A U.S. SALES AND MARKETING AGENT FOR THE CARRIER. ALL RELATED TRAVEL ACCOMMODATIONS ARE PURCHASED FROM VARIOUS SUPPLIERS, EACH OF WHOM ARE THIRD PARTIES. THE COMPANY NEITHER OWNS NOR OPERATES ANY VESSEL OR OTHER MEANS OF TRANSPORTATION OR ANY OTHER TRAVEL ACCOMMODATIONS. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE CONSTRUED AS A CARRIER OR OTHER SUPPLIER OF TRAVEL ACCOMMODATIONS OF ANY

NATURE. THE COMPANY IS NOT LIABLE OR RESPONSIBLE FOR ANY CLAIM, ACTION, DAMAGE, INJURY, ILLNESS, DEATH, LOSS, ACCIDENT, DELAY OR IRREGULARITY OF ANY KIND, OCCASIONED BY REASON OF ANY ACT, OMISSION OR NEGLIGENCE OF A SUPPLIER OR RELATED TO OR ARISING OR RESULTING FROM THE TRAVEL ACCOMMODATIONS (COLLECTIVELY "TRAVEL LOSSES"). BY ACCESSING THE COMPANY SERVICES AND/OR MAKING A RESERVATION YOU SPECIFICALLY RELEASE THE COMPANY FROM ANY AND ALL TRAVEL LOSSES.

IN NO EVENT WILL THE COMPANY'S LIABILITY EXCEED THE ACTUAL AMOUNT PAID BY YOU TO US UNDER YOUR RESERVATION. NEITHER YOU, THE COMPANY, NOR ANY AFFILIATE OF THE COMPANY SHALL BE LIABLE FOR DAMAGES OTHER THAN COMPENSATORY DAMAGES. YOU AND THE COMPANY HEREBY WAIVE ANY RIGHT TO CLAIM INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES. YOU AND THE PARTICIPANTS COVENANT AND AGREE THAT CLAIMS MAY BE BROUGHT BY YOU OR THE PARTICIPANTS ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY CLASS ACTION, PROPOSED OR PURPORTED CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, REGARDLESS OF THE TYPE OF PROCEEDING. THE PARTIES EXPRESSLY AGREE TO WAIVE AND FOREGO ANY AND ALL RIGHTS TO BRING ANY SUCH CLASS ACTIONS, PURPORTED OR PROPOSED CLASS ACTIONS, OR REPRESENTATIVE ACTIONS.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND STOCKHOLDERS FROM AND AGAINST (1) ALL TRAVEL LOSSES, INCLUDING WITHOUT LIMITATION, COSTS AND ATTORNEYS' FEES ACTUALLY INCURRED, AND (2) ANY CLAIM, ACTION, DAMAGE, INJURY, ILLNESS, DEATH, OR LOSS (INCLUDING, WITHOUT LIMITATION, COSTS AND ATTORNEYS' FEES ACTUALLY INCURRED) RELATED TO, ARISING OR RESULTING FROM A BREACH OF ANY OF YOUR COVENANTS OR OBLIGATIONS AS SET FORTH IN THESE TERMS OR ANY ACT OR OMISSION BY YOU OR ANY OTHER PARTICIPANT.

IN ADDITION TO THE DISCLAIMERS AND LIABILITY LIMITATIONS SET FORTH IN THESE TERMS, THE SUPPLIER AGREEMENTS MAY ALSO CONTAIN IMPORTANT LIMITATIONS OF LIABILITY FOR CLAIMS, INCLUDING FOR INJURY, ILLNESS, DEATH, BAGGAGE AND PERSONAL PROPERTY DAMAGE, TIME LIMITS FOR CLAIMS AND SUITS, DESIGNATED FORUM FOR SUITS AND CHOICE OF LAW PROVISIONS, CLASS ACTION WAIVERS, AND/OR TERMS AND CONDITIONS RELATED TO COVID-19 OR OTHER HEALTH POLICIES AND PROCEDURE. THE COMPANY IS ENTITLED TO RELY UPON AND BENEFIT FROM ALL OF THE SUPPLIERS' RIGHTS, LIMITATIONS AND EXEMPTIONS FROM LIABILITY, DEFENSES AND IMMUNITIES SET FORTH IN THE SUPPLIER AGREEMENTS.

#### XIII. CHANGES TO THE TERMS

We may change the Terms from time to time. When we do, we will inform you via our website or other means of contact, such as email.

#### XIV. DISPUTE RESOLUTION

Any dispute between the you or any other Participant and the Company, directly or indirectly relating to these Terms and/or the Reservation, shall be first submitted to mediation in Denver, Colorado, before a mediator mutually agreed to by you and the Company. If the claim is not resolved through mediation, either party may then file an action; provided, that any action shall be brought only in the courts of the State of Colorado. You and all Participants (1) agree that Colorado shall be the sole and exclusive venue for any such action, (2) hereby consent to the jurisdiction of the Colorado courts for such action, and (3) hereby waive, and agree not to assert, by way of motion, as a defense or otherwise, in any such action a claim that he/she is not subject personally to the jurisdiction of the courts of the State of Colorado or that the action is brought in an inconvenient forum, or that the action is improper or may not be enforced in or by such court.

ANY CLAIM AGAINST THE COMPANY MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE LAST DAY OF THE TRIP INCLUDED IN YOUR RESERVATION AND NOT LATER. YOU AND EACH PARTICIPANT EXPRESSLY AGREE THAT THE TIME PERIOD PROVIDED HEREIN SHALL REPLACE ANY STATUTE OF LIMITATIONS THAT WOULD OTHERWISE BE APPLICABLE.

These Terms shall be construed in accordance with and governed by the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Colorado.

#### XV. CONTACT US

Any correspondence should be directed to the Company at its principal address, as follows:

Riverside Collection, Americas, Inc.  
14143 Denver West Parkway, Suite 100  
Golden, CO 80401  
Telephone: 833-305-3313  
Email: [us.sales@riverside-cruises.com](mailto:us.sales@riverside-cruises.com)

#### XVI. STATE LAW COMPLIANCE

**California Seller of Travel Law:** We are registered with the California Attorney General, California Seller of Travel Program as Riverside Collection, Americas, Inc., registration number CST 2152690-70. Registration as a seller of travel does not constitute approval by the State of California. The Company is not a participant in the California Travel Consumer Restitution Fund. You acknowledge and agree that your booking is, therefore, not covered by the California Travel Consumer Restitution Fund.

**Washington Seller of Travel Law:** We are registered with the State of Washington Department of Revenue Business Licensing Service Seller of Travel Program as Riverside Collection, Americas, Inc. Registration as a seller of travel does not constitute approval by the State of Washington.

#### **New York:**

IF YOU ARE LOCATED IN THE STATE OF NEW YORK, YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE RECEIPT OF THESE TERMS. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE WITH THE FOLLOWING STATEMENT: "I HEREBY CANCEL THIS TRANSACTION" AT THE ADDRESS FOR THE COMPANY LISTED ABOVE.

## PASSENGER TICKET CONTRACT

THIS PASSENGER TICKET CONTRACT CONTAINS IMPORTANT TERMS REGARDING YOUR CARRIAGE ONBOARD OUR VESSEL(S).

NOTICE: THIS IS A LEGALLY BINDING CONTRACT BETWEEN PASSENGER AND COMPANY REGARDING YOUR INLAND WATERWAY CARRIAGE. IT DOES NOT REPLACE, ALTER OR AFFECT YOUR TRAVEL ARRANGEMENTS THAT YOU MAY HAVE WITH YOUR TRAVEL AGENT OR OTHER CARRIERS, BUT REFERS EXCLUSIVELY TO YOUR INLAND WATERWAY CARRIAGE ONBOARD OUR VESSEL(S).

**THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS AND REMEDIES, PROVIDES PROTECTIONS TO EACH OF THE ENTITIES IDENTIFIED AS "COMPANY" AND THEIR AFFILIATED ENTITIES AND PERSONNEL AND ESTABLISHES STRICT RULES FOR BEHAVIOUR ON BOARD. THIS CONTRACT CONTAINS STRONG LIMITATIONS OF LIABILITY, INCLUDING LIMITATIONS REGARDING CLAIMS FOR INJURY TO OR DEATH OF ANY PASSENGER AND LOST OR DAMAGED BAGGAGE OR PROPERTY AND INCLUDES PROVISIONS RELATING TO GOVERNING LAW, FORUM SELECTION, JURISDICTION AND TIME LIMITS FOR BRINGING LAWSUITS.**

BY BOOKING THE TRAVEL BUT ALSO BY ENTERING ON BOARD, YOU AGREE TO EXPLICITLY ACCEPT AND BE BOUND BY ALL THE TERMS OF THIS CONTRACT. COMPANY ACCEPTS AND CARRIES YOU AND BAGGAGE ONLY ON THE BASIS OF THESE TERMS. WE DO NOT AGREE TO CARRY YOU ONBOARD IF YOU DO NOT AGREE TO THESE TERMS.

TO REDUCE OR MANAGE YOUR RISKS OF FINANCIAL LOSS AND OTHER LOSS ARISING FROM INJURY, DEATH, LOSS OF OR INJURY TO PROPERTY, CANCELLATION OR DELAY OF TRAVEL AND OTHER RISKS, COMPANY RECOMMENDS THAT YOU OBTAIN YOUR OWN VACATION PROTECTION INSURANCE, TRAVEL INSURANCE, ACCIDENT, LIFE AND OTHER FORMS OF INSURANCE. THIS CONTRACT IS A BINDING AGREEMENT BETWEEN YOU AND COMPANY, AND COMPANY'S AGENTS, SERVANTS AND EMPLOYEES.

THE LIMITS OF LIABILITY CONTAINED IN THIS CONTRACT APPLY TO CLAIMS AGAINST ALL PARTIES LISTED IN THE DEFINITION OF "COMPANY".

### 1. DEFINITIONS:

"Baggage" means all Passenger baggage allowed on the Vessel pursuant to this Contract and actually brought aboard.

"Captain" means the individual serving as Captain or Master of the Vessel, and anyone acting under such individual's authority.

"Company" or „We“ means Riverside Collection Operations GmbH, an entity organized under the laws of Switzerland, which operates the Vessels and its shareholders, members, owners, directors, officers and employees and the Vessels' owners, managers, operators, charterers, agents, crew, pilots, and employees, to all of

which the defenses, limitations of liability and the rights of Company as stated in this Contract shall apply.

"You," "Your," "Guest" and "Passenger" means every person named on the face of, or traveling under, or occupying a cabin designated on this Contract, and persons in their care, including any minors, and also includes their heirs, successors-in-interest, assigns and personal representatives.

"Vessel" means any ship directly or indirectly owned, chartered, operated or provided by the Company including, but not limited to Riverside Mozart, Riverside Debussy, Riverside Ravel, Victoria and Elisabeth or any substituted ship, and its tenders or any other similar means of conveyance.

### 2. NON-TRANSFERABILITY:

This Contract grants passage for only the Passenger(s) named on the final documents, and only for the date and Vessel indicated. It may not be sold or transferred by Passenger. Any attempted sale or transfer by Passenger is void and of no effect. Any Passenger purchasing or booking travel, or using this Contract, represents and warrants that s/he is duly authorized and on behalf of all Passengers (including minor children) named on final documents and accompanying Passenger to agree to and to bind such Passengers to the terms and conditions of this Contract.

### 3. LIABILITY LIMITATIONS FOR LOSS OF AND/OR DAMAGE TO PROPERTY:

(A) THE TOTAL VALUE OF BAGGAGE, VALUABLES AND OTHER PERSONAL BELONGINGS OF A PASSENGER WHO DOES NOT DEPOSIT THEM FOR SAFEKEEPING, AS DESCRIBED IN THIS CONTRACT, SHALL BE DEEMED NOT TO EXCEED EUR 200. COMPANY'S LIABILITY TO A PASSENGER, IF ANY, FOR LOSS OF OR DAMAGE TO SUCH BELONGINGS IS LIMITED TO A MAXIMUM OF EUR 200. (B) EXCEPT AS SPECIFICALLY STATED ELSEWHERE IN THIS CONTRACT, COMPANY SHALL HAVE NO LIABILITY FOR LOSS OF OR DAMAGE TO BAGGAGE OR PERSONAL EFFECTS. PERSONAL BELONGINGS LOST IN ANY PUBLIC AREA, OR ELSEWHERE, WHETHER ON BOARD THE VESSEL OR ELSEWHERE, ARE NOT REIMBURSABLE. LOSS DUE TO ORDINARY WEAR AND TEAR, PERIL OF THE SEA OR OTHER WATERWAY, OR ACT-OF-GOD IS NOT REIMBURSABLE. SETTLEMENT OF A REIMBURSABLE CLAIM FOR LOST BELONGING WILL BE AT THE LESSER OF ACTUAL CASH VALUE (REPLACEMENT COST LESS DEPRECIATION) OR COST. SETTLEMENT OF A REIMBURSABLE CLAIM FOR A DAMAGED ITEM WILL BE AT THE LESSER OF COST OF REPAIR OR ACTUAL CASH VALUE, OR REPLACEMENT COST. NO AMOUNT SHALL BE PAID IN SETTLEMENT OF A CLAIM WITHOUT PROOF OF THE ACTUAL CASH

VALUE OR REPAIR COST, AS APPROPRIATE, ARISING FROM THE LOSS OR DAMAGE. THE PROOF MUST BE SENT TO AND RECEIVED BY COMPANY. COMPANY'S LIABILITY FOR THE LOSS OR DAMAGE MUST FIRST BE PROVEN BEFORE ANY SETTLEMENT WILL BE PAID.

4. LIMITS OF COMPANY'S LIABILITY; NOTICE OF AND TIME LIMITS FOR CLAIMS:

- (a) Limitations of Liability under Applicable Conventions: (i) For cruises on the Rhine and its adjacent rivers, Company shall be entitled to any and all liability limitations, immunities and rights applicable to it for loss of or damage to luggage and property, death, illness and/or personal injury as provided under the Strasbourg Convention on the Limitations of Liability of Owners of Inland Navigation Vessels, (2012) ("CLNI") as adopted by Switzerland. CLNI limits Company's liability to 112'600 Special Drawing Rights ("SDR's") as defined by the International Monetary Fund multiplied by number of Passengers the Ship according to its certificate is allowed to carry, not to exceed in any event more than 2'252'000 SDR to apply to the aggregate of all claims arising against Company out an occurrence (ii) In addition, by means of a choice of law, Company shall be entitled to any and all liability limitations, immunities and rights applicable to it for loss of or damage to luggage and property, death, illness and/or personal injury provided under the Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1974 as well as the Protocol to Convention Relating to the Carriage of Passengers and Their Luggage by Sea of 1976 ("Athens Convention") as adopted by Switzerland. The Athens Convention limits Company's liability for death of or personal injury to a Passenger to no more than 46,666 SDR's; (iii) In addition to all the restrictions and exemptions from liability provided in the CLNI and the Athens Convention (collectively "Conventions"), Company shall have the benefit of any limitation of or exoneration from liability under any statute or law of any country or any other applicable laws including, without limitation, the Convention on Limitation of Liability for Maritime Claims, 1976. Nothing in this Contract is intended to nor shall it operate to limit or deprive Company of any such rights to limitation of or exoneration from liability; (iv) The provisions and limitations of each of the Conventions are deemed to be incorporated by this reference into this Contract;

(B) NOTICE OF CLAIMS AND TIME LIMITS TO FILE SUITE:

Passenger may not maintain a lawsuit against Company or the Vessel, nor will Company or the Vessel be liable, for loss of life or bodily injury unless written notice as of the claim is delivered to Company not later than six (6) months after the date of death or injury and the lawsuit becomes pending no later than one (1) year after the date of death or injury.

For all other claims, Passenger may not maintain a lawsuit against Company or the Vessel, nor will Company or

the Vessel be liable, unless Company is provided written notice of the claim within thirty (30) days after the date of disembarkation and the lawsuit becomes pending no later than six (6) months after the date of disembarkation; These deadlines are forfeiture time limits, not a time bars. PASSENGER TAKES NOTE THAT IF EITHER: (i) THE WRITTEN CLAIM IS NOT MADE WITHIN THE TIME PROVIDED IN THIS SECTION 8, OR (ii) THE SUIT IS NOT COMMENCED WITHIN THE TIME PROVIDED FOR IN THIS SECTION 8, THEN IN EITHER CASE, ANY POTENTIAL CLAIM AGAINST THE COMPANY ARISING OUT OF OR IN CONNECTION WITH LOSS OF OR DAMAGE TO LUGGAGE AND PROPERTY, DEATH, ILLNESS AND/OR PERSONAL INJURY OR ANY OTHER DAMAGE OR LOSS SHALL BE FORFEITED AND THE RESPECTIVE CLAIM SHALL THEREFORE NO LONGER EXIST.

(C) ACTS BEYOND COMPANY'S CONTROL:

Company shall not be liable to Passenger or any other person or entity for injury to or illness or death of Passenger or permanent or temporary loss of or damage to Passenger's property, delay or other loss of any kind caused by act of God, war or warlike operation, terror, civil commotion, labor trouble, interference by authority, political disturbance, peril of the sea, lurching of Vessel, or other cause beyond Company's control, fire, theft, crime, error in navigation or management of Vessel or defect in unseaworthiness of hull, machinery, equipment, furnishing or supplies of the Vessel, fault or neglect of pilot, agent or independent contractor of or any other cause of any nature except and unless the injury, illness, death, damage, delay or loss resulted from Company's grossly negligent act or omission.

(D) CLAIMS FOR EMOTIONAL DISTRESS:

Company shall not be liable to Passenger under any circumstance for infliction of emotional distress, mental suffering or psychological injury which was not: (a) the result of physical injury to Passenger; (b) the result of Passenger having been at actual risk of physical injury; or (c) intentionally inflicted by an officer or agent of Company.

(E) INDEPENDENT CONTRACTOR/SHORE TOURS/LIMIT OF LIABILITY:

Company makes no representation or warranty concerning, and shall have no responsibility for, any tour, shore excursion, hotel, restaurant, transportation (whether a vessel, air, rail, land or other means) or other service not owned or operated by Company. Company shall have no obligation or liability to Passenger for any act or omission in connection with or arising out of arrangements by Passenger or Company with his tour operator, independent contractors or other third parties (all hereinafter referred to as „independent contractors“), including (but not limited to): (1) airline and surface transportation; (2) services or products of others, available for Passenger's convenience aboard the Vessel; (3) services, products or

transportation off the Vessel furnished by others, including without limitation, sight-seeing or tours, pre-cruise and post-cruise tours, excursions, shore trips and tender service, whether arranged or organized by a tour operator, travel agent or by Company. In providing or selling reservations or tickets in connection with any such optional activities, or by accompanying You during such activities, Company does so as a convenience to Passengers and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but does not undertake to supervise or control such independent contractors or their employees, conveyances or facilities, and accepts no liability for any loss, delay, damage, injury, death, misrepresentation disappointment whatsoever resulting therefrom. Company makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any such independent contractors, transportation, tours, services, products or facilities, and Company's liability for non-performance of any independent contractor providing such facilities or services shall be limited to a refund of the amounts received by Company on the Passenger's behalf, if any.

**(F) MEDICAL TREATMENT:**

No doctor or nurse is employed by Company on the Vessel. Any medical attention required or desired by Passenger during the trip must be sought at local facilities at Passenger's own risk. Company makes no representation or warranty that any such service is or will be available at any particular time or place. Passenger shall be responsible for all costs and expenses of medical services, treatment, medications and assistive devices. Company shall have no liability for any cost of, or incurred in connection with, medical services, or for quality or any aspect of treatment Passenger receives.

**5. JURISDICTION, CHOICE OF LAW AND FORUM:**

Passenger acknowledges that Company is based in Therwil, Switzerland. Accordingly, this Contract is deemed to be made and entered into in Therwil, Switzerland. The resolution of any and all claims relating to or in any way arising out of or connected with this Contract no and/or Passenger's travel shall be governed exclusively by the laws of Switzerland, excluding rules of conflicts of laws but including international conventions like the CLNI, which the Passenger agrees replaces, supersedes and preempts any provision of law of any state or nation to the contrary. Passenger agrees that all claims whatsoever arising out of or relating to this Contract or Passenger's or travel shall be litigated before the Civil Court of Basel-Landschaft West in Arlesheim, Switzerland, to the exclusion of the jurisdiction of courts of any other country. Passenger consents to jurisdiction and waives any venue or other objection to venue or personal jurisdiction that may be available to any such action or proceeding being brought in said court.

**6. THIRD PARTY BENEFICIARIES:**

Passenger agrees that all rights, exemptions from and exclusions of liability, defenses and immunities this Contract for the benefit of Company or the Vessel, shall also benefit any servant, agent or independent contractor of Company acting in course of, or in connection with, their employment or engagement that in no circumstance shall any such servant, agent or independent contractor, as the result of so acting, be under any liability to Passenger in excess of or of a different nature than that of Company.

**7. ITINERARY/RIGHT TO CHANGE/DETENTION:**

No sailing or aspect of travel is guaranteed. Company reserves the right, without liability for damages or refund, to advance, alter, delay, amend, cancel, shorten or lengthen any sailing, deviate from the Vessel's advertised ordinary itinerary or route, omit or change any port(s)-of-call, arrange for substantially equivalent transportation by another vessel and/ or other means of transportation, including without limitation coach or other land transportation, whether belonging to Company or a third-party supplier, and to cause Passenger to disembark from the Vessel temporarily or permanently. For example, if performance of the voyage is hindered or prevented, or in Company's opinion may be hindered or prevented (even if the opinion is incorrect) by war, terror, hostility, piracy, embargo, blockade, weather, high or low water level, ice, labor conflict, breakdown, congestion, lock malfunction, docking difficulty, or other cause, or government or other organization issues an advisory or announcement regarding travel conditions, or if Company considers that for any reason, proceeding to, attempting to enter, entering or remaining at a place of disembarkation, or traveling a particular route, may expose the Vessel or any crew or Passenger(s) to risk of injury, loss or damage or delay, or to assist another vessel or try to protect or save life or property, or for other humanitarian goal: (a) Passenger and Passenger's property may be landed at the place of embarkation or any place Company or the Captain so decides, and Company's responsibility shall cease at that place and this Contract shall be deemed to have been fully performed by Company; or (b) if Passenger has not embarked, Company may cancel the proposed voyage without having to refund any payments received; or (c) Company or the Captain may take other action it, he or she deems appropriate, including but not limited to operating the cruise as scheduled, deviating from the Vessel's advertised or ordinary itinerary or route, delaying, advancing or cancelling any sailing, omitting or changing any port(s)-of-call, towing or being towed, transferring Passenger and Passenger's Baggage to any other vessel and/ or to other means of transportation whether belonging to Company or not, and/ or causing Passenger to disembark temporarily.

In a cancellation prior to sailing not caused by reasons attributable to Passenger, Company's only liability will be to refund to the Tour Operator the amount Company received relating to the Passenger. If the cruise is shortened or terminated, Company will have the option to make a proportionate refund of the fare

or transfer Passenger to another ship or to the port of disembarkation by other means. If the scheduled length of the cruise increases, Passenger will have no responsibility for the cost of any additional fare, and Company will have no responsibility to pay or compensate Passenger for any loss or damage, including consequential damages.

#### 8. HEALTH AND SECURITY:

Passenger represents and warrants that Passenger: (a) is physically, emotionally and in all other respects fit to travel; (b) is free from any ailment that creates material risk to Passenger or others from participation in the voyage; (c) will at all times comply with all rules and regulations of the Vessel and all orders and directions of the Vessel's officers and staff; and (d) will not act or behave in a way that inconveniences or impairs safety of other Passengers or Vessel. Company or the Captain shall have the right, without liability for refund, payment, compensation or credit of any kind, to refuse boarding, refuse to transport Passenger, refuse further transport of Passenger, land Passenger at any port or place, confine or restrain Passenger, or transfer Passenger to other transportation, based on health or physical condition, mental disorder, violation of a Vessel rule or regulation, failure to follow order or direction of Vessel officer or staff, failure to possess necessary passport, visa and health or vaccination certificate, disruptive behaviour, concern that Passenger may be excluded from landing at or entry to destination by a government's immigration or other authority, or other cause indicating Passenger is unfit or raising doubt about Passenger's fitness to travel on the Vessel, or for any other reason in the judgment of the Company or Captain. If Passenger is refused passage or voluntarily or involuntarily disembarked from the Vessel for a reason described in this section, or other reason including, but not limited to personal, medical, or business reason, Company will have no obligation to refund any portion of the fare received, or be responsible for any of Passenger's costs or other losses.

#### 9. IMPAIRMENT; DISABILITY:

Company does not discriminate unlawfully on the basis of disability. If You have a disability and reasonable accommodation may enable You to use our services, please let Company know how we can help. Passenger shall inform Company in writing, at or immediately after reserving passage, but in any event at the earliest possible time, of any mobility impairment or other physical, emotional or mental condition which may require accommodation or use of an assistive device during the cruise. If the impairment or condition first arises after booking, Passenger shall inform Company in writing at the earliest possible time. Company will consider and may confer with Passenger, regarding possible accommodations. Company may: (a) require that a Passenger who, due to impairment, is not self-sufficient, travel with a companion who shall take responsibility for any assistance needed during the voyage and in case of emergency; and (b) exclude an individual

with a disability that would result in a direct threat to the health and safety of others or to that individual, if Company determines there is a significant risk that cannot be eliminated or reduced to an acceptable level by reasonable modifications to Company policies, practices and/or procedures or by appropriate assistive devices or services. If Passenger fails to timely inform Company of any impairment or condition and it is determined based on information that Passenger should have provided, that Passenger's continued participation poses a safety risk to Passenger or direct health or safety threat to others, Passenger may be excluded from embarking or further participation. Company and personnel aboard the Vessel shall have no liability to Passenger relating to any Passenger condition, treatment, failure to inform Company of an impairment, resulting exclusion.

#### 10. INDEMNITY BY PASSENGER:

Passenger shall indemnify, defend and or hold Company harmless for all penalties, fines, charges, losses, damages, costs and expenses incurred or imposed on Company or the Vessel due to any act, breach of contract or violation of law by Passenger.

#### 11. CONSENT TO SEARCH AND SEIZURE:

Passenger consents to any search of Passenger's person, Baggage or other property, within the Passenger's cabin, personal safe or any location, with or without notice, and to the removal, confiscation and destruction of any item(s) which are prohibited by Section 5, or, in the opinion of Company or the Captain, may impair Vessel safety or inconvenience other Passengers.

#### 12. CANCELLATION CHARGES:

Company is not paid directly by Passenger but rather by the Tour Operator. Any right of Passenger to refunds are therefore governed by the Passenger's contract with the Tour Operator and Company shall under no circumstances whatsoever be liable to Passenger for any refund.

#### 13. UNCLAIMED PROPERTY:

Any unclaimed or abandoned personal property that comes into custody or control by Company may be disposed of after 45 days under any circumstances. If a Passenger's identification is available Company will make a reasonable effort contact the traveler and attempt to return the item(s) within 45 days. Passenger will be responsible for any and all fees for storage, shipping and handling to return the item(s). Company will only be obliged to hand out and return such property after payment of these fees.

14. TRAVEL AGENT:

Your travel agent (Tour Operator) acts for You in making the arrangements for Your travel. Company is not responsible for any representation or conduct of Your travel agent, including but not limited to, any failure to remit Your deposit or other funds to Company. If the Company is not paid for a voyage prior to the day of embarkation, then the Company shall be under no obligation to commence the voyage or let Passengers embark.

15. INTERPRETATION:

If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be severed from this Contract and of no force and effect and all remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to be replaced by a lawful provision or reduced to a lawful scope, in either case, that is as close to the purpose and economic content of the invalid or unenforceable provision as is lawful.

16. WARRANTIES/CONSEQUENTIAL DAMAGES EXCLUDED:  
ALL WARRANTIES INCLUDING WARRANTIES OF FITNESS FOR USE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED FROM THIS CONTRACT. COMPANY SHALL UNDER NO CIRCUMSTANCE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. THERE IS NO WARRANTY THAT EXTENDS BEYOND THE DESCRIPTION OF THE FACE HEREOF. TO THE EXTENT PERMITTED BY LAW, COMPANY SHALL BE EXCLUDED FROM LIABILITY FOR EXEMPLARY OR PUNITIVE DAMAGES.

17. ENTIRE AGREEMENT:

THE PROVISIONS OF THIS PASSENGER TICKET CONTRACT ARE THE ENTIRE AGREEMENT AND A BINDING CONTRACT BETWEEN PASSENGER AND COMPANY. THESE PROVISIONS SUPERSEDE ANY PRIOR ORAL, IMPLIED, OR WRITTEN REPRESENTATIONS AND AGREEMENTS BETWEEN YOU AND COMPANY. ANY CHANGE IN THESE PROVISIONS IS NOT EFFECTIVE UNLESS IT IS IN WRITING.