

## TICKET CONTRACT

IT IS IMPORTANT THAT YOU CAREFULLY READ ALL TERMS OF THIS AGREEMENT AS THIS ADDRESSES THE RIGHTS OF PASSENGERS. YOU EXPRESSLY AGREE TO THE TERMS HEREIN, AND AGREE AND UNDERSTAND THAT YOU ARE BOUND BY THE PROVISIONS OF THIS AGREEMENT FROM THE TIME OF BOOKING AND AFTER THE CRUISE TERMINATES.

IF YOU ARE THE PERSON MAKING A BOOKING YOU ARE DIRECTED TO CAREFULLY READ AND UNDERSTAND YOUR RESPONSIBILITIES AS THE LEAD GUEST AS THESE TERMS APPLY TO ALL GUESTS IN YOUR PARTY SHOULD YOU HAVE ANY QUESTIONS PLEASE INQUIRE BEFORE SIGNING THIS AGREEMENT.

### 1. Definitions

**“Carrier”** means Mystic Cruises, S.A. (Zona Franca da Madeira), the operator and owner of the Vessel, a company incorporated under the laws of Portugal, having its registered office at Rua Dr. Brito Câmara, n.º 20, 2.º andar, Sala C, 9000 039 Funchal. The Carrier also does business as “Cruise Expedition Company, LLC” and operates under the brand “Atlas Ocean Voyages”.

Therefore, the terms “Carrier”, “Atlas Ocean Voyages”, “Atlas”, “Cruise Expedition”, “we”, “us”, “our” means Mystic Cruises, S.A. (Zona Franca da Madeira).

**“Cruise”** means the voyage covered by the Cruise Ticket and Ticket Contract, including all travel while embarking, disembarking, or off the Vessel on excursions or activities related to the Cruise.

**“Cruise Documents”** means, collectively, the Cruise Ticket, the Ticket Contract, and any other documents issued by the Carrier in connection with the Cruise and/or the Vessel, whether in paper or electronic format.

**“Cruise Ticket”** means the document that identifies the Passenger, the Vessel, and dates of voyage for the Cruise that you are purchasing and all included services, destination and port of embarkation and disembarkation. The Cruise Ticket shall be deemed an integral part of this Ticket Contract, and by confirming the Cruise reservation, the Passenger agrees to and accepts on behalf of themselves and any minors or others in their care all terms and conditions set forth in the Cruise Ticket, the Ticket Contract, and any other documents issued by the Carrier in connection with the Cruise.

**“Excursion”** means any off-ship activity, tour, transportation, lodging, flights or third-party service promoted, sold, or referenced by the Carrier – whether arranged or sold by Carrier (onboard or prior to the Cruise) or independently by Passenger.

**“GDPR”** means General Data Protection Regulation which encompasses, collectively, the Regulation (EU) 2016/679 of the European Parliament and Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data, complemented by national or European legislation, interpretations and guidelines issued by European and national authorities, and any other applicable legislation regarding the processing of personal data.

**“Passenger”** means each person purchasing, accepting, or using this Ticket Contract (including any accompanying minors or other persons for whom the cruise was purchased), as identified in the Cruise Ticket, booking reservation and/or in the Cruise invoice.

**“Ticket Contract”** means the terms and conditions set forth herein, which constitute the entire agreement between Passenger and Carrier, also including all the specific terms contained in the Cruise Ticket and any other connected documents related to the Cruise. By confirming the Cruise reservation, it constitutes Passenger’s acceptance of all terms of the Ticket Contract, the Cruise Ticket, and any other documents issued by the Carrier in connection with the Cruise, on behalf of themselves and any minors or others in their care.

**“Transportation Services”** means all pre- or post-cruise transfers, including air, ground, or sea transit, whether provided by Carrier or third-party vendors.

**“Vessel”** means the ship named on the Cruise Ticket or in any other Cruise Document, including its tenders.

## **2. Binding Effect**

This Ticket Contract is legally binding between the Carrier and the Passenger(s) named on the Cruise Ticket, valid only for the voyage and date indicated. By confirming the Cruise reservation, Passenger agrees to be bound by all terms and conditions of the Ticket Contract, the Cruise Ticket, and any other documents issued by the Carrier in connection with the Cruise, on their own behalf and on behalf of any accompanying persons (including minors) in their care. These terms govern all aspects of the Cruise, including periods during which Passenger is traveling to or from the Vessel, embarking or disembarking, on board the Vessel, and participating in any activities, shore excursions, tours, or land-based programs related to the Cruise. All rights granted to the Carrier under the Cruise Documents shall also extend to and be for the benefit of the Vessel, its officers and crew, the Vessel’s owners, operators, managers, charterers, affiliates, successors, and assigns, and all employees and agents of the Carrier or such entities. These provisions shall also benefit all concessionaires, independent contractors (including medical personnel and shore excursion operators), tour operators, shipbuilders, manufacturers, and all other persons or companies whose services or facilities are used in connection with the Cruise, as well as their employees and agents.

### **3. Voyage and Fare**

Upon receipt of the applicable fare set forth in the Cruise Documents, the Carrier agrees to transport Passenger on the Cruise and to furnish food, accommodations, and ordinary shipboard services during the Cruise, subject to all terms of the Cruise Documents. The fare does *not* include certain items and services, such as specialty dining or activities, Excursions off the Vessel, travel or medical insurance, or gratuities, unless expressly otherwise stated in the Cruise Documents. Any expenses incurred off the Vessel (unless expressly included in the fare or itinerary) are Passenger's sole responsibility.

### **4. Payments**

All payments made by the Passenger to the Carrier shall be made in United States dollars or in another currency accepted by the Carrier. All charges for services and products provided on board the Vessel must be settled either in cash or by credit card (accepted by the Carrier) prior to the Passenger's final disembarkation. Any other expenses incurred by the Passenger, or by the Carrier on the Passenger's behalf, shall be payable by the Passenger upon demand. The Carrier accepts no responsibility for any credit card fees independently charged by the issuing banks. Such fees are not retained by the Carrier and do not accrue to its benefit.

### **5. Non-Transferability, No Assignment, No Refunds**

The Cruise Documents are non-transferable and cannot be assigned. Among other things, this means that the Passenger cannot sell or transfer the Cruise Ticket to someone else, and Carrier shall not be liable to the Passenger or any other person in possession of a Cruise Ticket for honoring or refunding such Cruise Ticket when presented by such other person. The Carrier may assign, convey or transfer its rights in the Cruise Documents to any parent, subsidiary or affiliate of the Carrier who is scheduled to operate the Vessel at the time of the Cruise.

The fare paid is earned by the Carrier upon receipt and is generally non-refundable, except as set forth in the Cruise Documents, in particular this Ticket Contract or the Cruise Ticket. If a refund is due under said documents, it will be issued as specified (for example, as a future cruise credit or monetary refund). Carrier shall not be liable for lost, expired, or wholly/partially unused Cruise Tickets, and no refunds will be made in such cases.

### **6. Third-Party Beneficiaries**

All rights, exclusions, limitations on liability, defenses and immunities conferred on the Carrier by the Cruise Documents are also extended to benefit the Vessel, its operators, owners, officers, crew and employees, as well as the Carrier's parent, subsidiaries, affiliates, agents, employees, successors, and assigns. These provisions shall also benefit all of Carrier's independent contractors, concessionaires, agents, charterers and other

individuals and entities providing services to the Vessel for the purpose of the Cruise.

## **7. Fitness to Travel, Minors, Denial of Boarding, Compliance, and Missed Embarkation**

### **a. Fitness to Travel and Documentation Requirements**

Passengers are solely responsible for obtaining and carrying all required passports, visas, travel authorizations, and health or vaccination certificates necessary for embarkation, disembarkation, and visits to all ports of call. At embarkation, each passenger must present the required travel documents and affirm they are medically and physically fit to undertake the Cruise and all associated activities. Should a passenger lack proper documentation or, in the judgment of the Carrier or the Vessel's Captain, appear medically unfit for travel or in need of care beyond what can be provided onboard, Carrier may deny boarding or require disembarkation without refund or liability.

### **b. Minors**

Passengers under the age of eighteen (18) are deemed minors and must be accompanied by a parent, legal guardian, or another responsible adult who shall provide proof of such responsibility by presenting all relevant legal documentation. Passenger is at all times responsible for the safety, conduct, and compliance with the Cruise Documents of any minors traveling with or under the care of Passenger. Passenger must ensure that minor passengers abide by all rules and instructions. Any act or omission by a minor in Passenger's care that would constitute a violation of Cruise Documents shall be deemed a breach by the Passenger. Passenger shall indemnify the Carrier for any fines, losses or damages caused by minors under Passenger's care, as if those acts were the Passenger's own.

Passengers must be at least twelve (12) months old at the time of boarding in order to be allowed on board, except for polar expeditions to Antarctica and the Arctic involving Zodiac operations, in which case passengers under the age of eight (8) will not be accepted.

For the avoidance of doubt, the Carrier does not provide childcare, supervision, or entertainment for minor passengers. Parents or legal guardians are solely responsible for the care, supervision, and safety of their children at all times during the Cruise.

### **c. Minimum Age and Alcohol Consumption**

Passengers under eighteen (18) years of age are not permitted to consume alcoholic beverages onboard. Additionally, passengers under eighteen (18) may not occupy a stateroom unless accompanied by an adult over eighteen (18), with the exception of married underage couples (proof of marriage required), or minors in adjacent rooms traveling with a parent or guardian. Carrier may request proof of age at any time. Passenger's age is determined based on age at embarkation. Adults accompanying minors are responsible for

ensuring that minors are not left onboard without adult supervision, except when enrolled in an authorized youth care program managed by Carrier.

**d. Pregnancy and Infant Policy**

Passengers who will enter their twenty-fourth (24th) week of pregnancy at any point during the Cruise are not eligible to travel and must not book or board. Infants must meet the minimum age requirements (infants must be at least 6 months old on the day of boarding) and may not travel otherwise. Any Passenger who attempts to board in violation of these restrictions, or who brings an infant younger than the minimum age, will be denied boarding and will forfeit their fare, with no refund or compensation for the denied boarding to Passenger or any accompanying travelers

**e. Special Needs and Accessibility**

Passengers with special needs requiring mobility aids, communication assistance, or specific medical care, or other special accommodations must notify Carrier at the time of booking. Service animals are permitted only with advance notice and permission. Passengers are responsible for any damage or costs associated with service animals including medical care for service animals. Due to international maritime regulations and ship design constraints, full accessibility may not be possible in all areas of the Vessel. Passengers needing wheelchairs must bring a personal, appropriately-sized wheelchair, as onboard wheelchairs are reserved for emergencies. Carrier reserves the right to refuse boarding or disembark any Passenger whose condition, in the Carrier's judgment, may present a safety risk to themselves or others or requires care beyond what the Vessel can provide, in which case Carrier's only liability will be a refund of the unused portion of the fare (if any) to the extent required by law.

**f. Denial of Transportation and Disembarkation for Health/ Safety Reasons**

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.

**g. Policy Violations**

Passenger assumes all risks of failure to comply with travel requirements. Carrier shall have no liability for any refusal of entry by any port or government authority or for any consequences due to Passenger's lack of valid documents or health clearances.

**h. Missed Embarkation**

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 Documents, 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 this 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.

**8. Passenger's Responsibilities and Conduct**

Passenger agrees to conduct themselves in a proper manner and to comply with the Cruise Documents, all rules, regulations, and orders of the Carrier, the Vessel's Captain and crew, and any transport, made in the interest of safety, security, and the general comfort of all aboard. By way of illustration and not limitation:

**a. Compliance with Captain's Orders**

Passenger shall at all times obey the lawful orders and directions of the Vessel's Captain and officers, and abide by Carrier's published policies and regulations for passenger conduct, safety, and health. This includes rules regarding alcohol consumption, smoking, and illegal substances, as well as any safety or security instructions.

**b. Searches and Security**

Passenger consents to reasonable searches of their person, baggage, or other property at any time (including cabin searches), and to the confiscation or destruction of any items

deemed by the Carrier or Captain to pose a risk to the Vessel, persons on board, or property, or that are prohibited by law or Carrier's policies. Passenger shall not bring aboard any firearms, weapons, explosives, flammable, hazardous or illicit substances, or other prohibited items. Carrier has the right to refuse boarding or remove any Passenger found in possession of such prohibited items, without liability.

**c. Prohibited Acts; Indemnity for Fines**

Passenger understands and agrees that Carrier has a zero-tolerance policy for illegal activity and shall report such activity to the appropriate authorities. Passenger shall not commit any illegal act or violate any customs, health, safety or other regulations or laws of any country during the Cruise. Passenger shall indemnify and reimburse Carrier for any fines, penalties, monetary sanctions, damages or expenses imposed upon or incurred by the Carrier or the Vessel due to Passenger's acts or omissions or violation of law, including any costs or losses resulting from Passenger's failure to comply with regulations or instructions.

**d. Additional Charges and Quarantine**

Passenger is responsible for paying any additional fees or charges incurred as a result of their actions or requirements, including but not limited to port charges, visa fees, customs penalties, immigration fines, health inspection fees, and quarantine or medical expenses. If Passenger is detained, quarantined, or confined on board or ashore (for reasons including but not limited to public health, such as COVID-19 quarantine), Passenger shall bear all risks and costs of such detention or quarantine, including expenses of maintenance, medical care, accommodations, repatriation, and related charges.

**e. Prohibited Conduct; Safety and Security**

Passenger shall not behave in a manner that endangers or disturbs others or the operation of the Vessel. Carrier may, in its sole discretion and acting through the Captain or other officers, confine, restrain, or refuse to transport Passenger, or disembark Passenger at any port, if Passenger's conduct or condition is reasonably believed to present a danger to themselves or others, to be disruptive or abusive, to threaten the safety, well-being or comfort of others, or to violate any shipboard rule or law. In such event, Passenger shall have no claim for any refund or damages, and all resulting costs of such confinement, disembarkation, or transport back home (including escort or medical costs, lodging, and alternate travel) shall be borne by Passenger. The Captain of the Vessel has the absolute discretion to make determinations in this regard, and Passenger agrees to accept the Captain's or Carrier's judgment as final. Carrier shall have no liability for any decision made in good faith for the safety and security of the Vessel or persons on board. The acceptance of Passenger for passage (including allowing Passenger to board after initial screening) shall not be deemed a waiver of Carrier's rights to enforce this provision later if Passenger's condition or conduct so warrants.

#### **f. Identification and Compliance Requirements**

Passenger shall carry government-issued identification at all times during the Cruise and agrees to comply with all Carrier policies and the orders of the Vessel's Captain and security officers. Failure to comply may result in denial of boarding or disembarkation without refund.

#### **g. Applicability to Minors**

Each adult Passenger undertakes and agrees to supervise at all times and to ensure compliance with the provisions of the Cruise Documents 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.

### **9. Refusal of Passage and Denied Boarding**

Carrier reserves the right to refuse to transport, or to remove from the Vessel at any time, any Passenger for reasons of safety, security, health or inadequate documentation, or in the event Passenger violates or fails to meet any requirement of the Cruise Documents. If Passenger is refused embarkation or required to disembark, or if Passenger is confined or quarantined, due to any of the circumstances described in the Cruise Documents, in particular this Ticket Contract, Passenger shall not be entitled to any refund or compensation (except as otherwise provided by law or Carrier's policies). Additionally, Carrier will have no liability for any costs, losses or damages resulting from such refusal or removal. This includes situations where Passenger is or is suspected to be suffering from a communicable illness or has been exposed to such, lacks proper travel documents, or fails to obey the orders of the Captain or security personnel. Passenger acknowledges that if they fail to board the Vessel prior to the scheduled departure from any port (embarkation or during the cruise), the Vessel may depart without them, and Carrier shall have no liability for any costs arising from Passenger's failure to rejoin the Cruise. In such case, Carrier may (but is not obligated to) assist with forwarding Passenger or their baggage to the next port of call or final destination, at Passenger's sole expense. If Passenger believes their failure to board was due to Carrier's fault, any claim shall be subject to the limitations and defenses in this Ticket Contract.

### **10. Baggage and Personal Property**

#### **a. Permitted Baggage**

Each Passenger may bring personal clothing and effects reasonably necessary for the Cruise, limited to one suitcase, per passenger, containing clothing, toiletries and similar items.

## **b. Prohibited Items**

Passenger shall not bring aboard firearms, weapons, ammunition, explosives, fireworks, flammable, hazardous, or illegal substances (including medical marijuana), controlled drugs (except lawfully prescribed medication), contraband, or any other items prohibited by applicable law or Carrier policy. Passenger may not bring on board any pets or animals (other than documented service animals with advance notice and Carrier's approval). Marijuana possession and/or use, including medical marijuana, and possession or use of any illegal drugs, is strictly prohibited in many jurisdictions visited and on the Vessel at all times, as well as in terminals, during shore Excursions or any other part of the Cruise, regardless of any local, state, or other laws which might permit use or possession of marijuana. Passengers who violate the laws of any jurisdiction are subject to being reported to law enforcement or customs authorities, arrest and prosecution. Passengers who bring on board dangerous items, marijuana in any form, or any illegal drugs or controlled substances are also subject to immediate disembarkation or denial of boarding. Passengers shall have no claim for refund, loss, damage, inconvenience, or compensation whatsoever under any of these circumstances.

Any such prohibited items may be confiscated by Carrier, and Passenger shall be responsible for any associated fines or penalties. Carrier shall not be liable for damage or loss of any prohibited item if brought aboard in violation of this policy. Passenger shall be responsible to notify Carrier in advance of the Cruise if there is any question as to the permissibility of taking any item or substance onboard the Vessel. Carrier reserves the right to refuse to permit any Passenger to take on board the Vessel or on any mode of transportation any item Carrier deems inappropriate.

Additionally, Passenger is discouraged from packing jewelry, electronics, cash, negotiable instruments, fragile items, or other valuables in baggage. If Passenger chooses to bring any valuables, it is at **Passenger's own risk – Carrier assumes no responsibility whatsoever for money, jewelry, electronic devices, portable communication or computing equipment, cameras, binoculars, important documents, or other valuables that Passenger carries on board.**

## **c. Baggage Handling and Identification**

Each piece of baggage must be distinctly labeled with Passenger's name, the name of the Vessel, the cabin number, and the sailing date. Carrier is not liable for loss of or damage to any baggage or property if not so marked. Carrier's responsibility for baggage begins when such baggage is delivered to its authorized personnel on the pier or Vessel and ends when baggage is once again in Passenger's possession or control (or placed ashore at the assigned destination for pickup). It is Passenger's responsibility upon disembarkation to promptly retrieve their luggage and to ensure it is transferred to any further transportation. Carrier shall not be liable in any capacity for loss or damage to baggage or property once it has been delivered to Passenger or placed for collection at the destination. In no event shall

Carrier be liable for normal wear and tear of baggage or loss of or damage to fragile or perishable items. Liability for loss of or damage to Passenger's property in connection with any air or ground transportation shall be the sole responsibility of the provider of the service.

#### **d. Safe Deposit Facilities**

If the Vessel is equipped with cabin safes or a safe-deposit box facility at the purser's office, Passenger may use these for storage of small valuables. Use of any such facility is offered as a courtesy and *not* as an increase in Carrier's liability. **Carrier's liability for loss of or damage to items deposited with the Vessel's safe or in a stateroom safe is limited as provided in this Ticket Contract, and use of the safe is not a declaration of value or assumption of higher liability by Carrier.** If Passenger desires to declare a higher value for their property, they must follow the procedures in subsection (f) below for declaring excess value and paying any applicable charge.

#### **e. Carrier's Lien**

**Carrier shall have a lien on Passenger's baggage and property for any unpaid debts or charges incurred by the Passenger on board the Vessel or otherwise in connection with the Cruise.** Carrier may take possession of and retain such baggage or property until the debt is paid, and may enforce this lien by public or private sale of the property without notice if necessary. Any proceeds of such sale shall be applied to the amounts due by Passenger, and any remaining balance shall be refunded to Passenger.

#### **f. Limitations on Liability for Baggage**

**Notwithstanding any other provision of law or this Ticket Contract Carrier's liability for loss or damage to luggage is as follows:**

**IT IS STIPULATED AND AGREED THAT THE TOTAL VALUE OF PASSENGER'S BAGGAGE FOR LOSS OR DAMAGE SHALL BE 2,250 Special Drawing Rights (SDR) IN ACCORDANCE WITH THE ATHENS CONVENTION, PER PASSENGER, PER, CARRIAGE. CONVERSION OF SDR INTO EUROS IS PROVIDED DAILY BY THE INTERNATIONAL MONETARY FUND (IMF).**

**PASSENGERS MAY OBTAIN INSURANCE PROTECTION AGAINST THEFT AND OTHER LOSSES BY MAKING THEIR OWN ARRANGEMENTS FOR SUCH INSURANCE.**

Passengers are strongly encouraged to purchase travel insurance to cover loss or damage to baggage and valuables during the Cruise.

#### **g. Unclaimed or Abandoned Property**

Carrier shall maintain unclaimed baggage and personal property for a period of 90 days. Thereafter, the unclaimed items shall be turned over to Portuguese local authorities. All

claims must then be submitted thereafter to the Portuguese local authorities.

#### **h. No General Average Contribution**

In the event of an accident, collision, stranding, or other maritime casualty, Passengers shall not be required to pay, or receive, any general average contribution or other share of any sacrifice or extraordinary expense incurred for the common safety of the ship, even if Passenger's baggage or property is saved as a result thereof. Likewise, Passenger shall not be entitled to any salvage award or share in any salvage recovered by the Vessel or Carrier for saving Passenger's property.

### **11. Carrier's Rights Regarding Itinerary and Schedule**

#### **a. Changes in Itinerary or Schedule**

Carrier (and the Vessel's Captain) retains the liberty to alter the scheduled itinerary or routing of the Cruise for any reason and at any time, without prior notice, whether before departure or during the voyage. This includes the right to cancel or change any port of call, destination, activity, or Excursion; deviate from the advertised route; shorten, lengthen or cancel the Cruise; substitute another vessel (or transportation or lodging on land); or delay, advance, or postpone the sailing or arrival of the Vessel. Carrier may do so at its sole discretion or if the Captain or Carrier deems it necessary or advisable for the safety of the Vessel or persons on board, or for any other reason in the Carrier's judgment. Reasons for changes may include, but are not limited to: adverse weather or sea conditions, acts of God, perils of the sea, port congestion or unavailability, docking difficulties, incomplete or inaccurate passenger manifests, emergencies affecting the crew or Passengers, medical evacuations, search and rescue missions, mechanical breakdowns, strikes or labor conflicts, boycotts, lockouts or other industrial action, riots or civil unrest, acts of terrorism or threats thereof, security concerns, public health emergencies (including declared pandemics or disease outbreaks), quarantine or travel restrictions, government orders or advisories, war or political instability, or any other cause whatsoever beyond Carrier's reasonable control. Passenger understands that the advertised schedule and itinerary are not guaranteed and are subject to change for the foregoing or other reasons.

#### **b. No Liability for Changes; Substitution of Equivalent Services**

In the event of any such change, deviation, delay, or substitution, Carrier shall not be liable for any loss, damage, inconvenience or expense whatsoever incurred by Passenger. Passenger shall not be entitled to any refund, credit, or compensation except as expressly provided herein or as required by Portuguese law. If the Cruise is shortened, delayed, or canceled before departure, Carrier may offer, at its sole option, certain compensation such as a prorated refund or future cruise credit as Passenger's sole remedy, in accordance with Carrier's policies and applicable law. If Carrier substitutes a different vessel or provides accommodations or transportation ashore of similar class or standard, such substitution

shall be deemed full performance under the Cruise Documents.

**c. Compliance with Government Orders and Assistance to Others**

Carrier, the Vessel and the Captain shall have the liberty to comply with any orders, recommendations or directions whatsoever from any government or public authority, including any relating to navigation, port calls, quarantine, national or regional emergencies, or other directives. Carrier shall not be liable for any loss or inconvenience to Passengers as a result of following such orders or regulations. The Vessel may also deviate from its course or delay sailing to assist in saving life or property at sea or to conduct any similar humanitarian or emergency effort; any such deviation shall be considered part of the agreed voyage and shall not be a deviation creating liability for Carrier. Any time lost or changes to the itinerary for such reasons will not entitle Passenger to any compensation or refund.

**d. Force Majeure – No Refunds**

If any cancellation, deviation, substitution, or change in the itinerary is caused by circumstances beyond Carrier's control, or is necessary or advisable in the sole judgment of Carrier or the Captain to protect the safety or health of the Vessel, Passengers, or crew, such circumstances shall be deemed "Force Majeure" and Carrier shall have no liability for losses or damages arising from such events. In a Force Majeure situation, Carrier shall not be required to provide any refund or compensation (beyond any measures Carrier may voluntarily choose to offer in its discretion). Force Majeure includes, but is not limited to: acts of God; perils of the sea; extreme weather or natural disasters; epidemics or pandemics (including COVID-19 or any communicable disease outbreak); government travel restrictions or advisories; quarantines; port closures; war (declared or undeclared); terrorism or threats thereof; civil disturbances; labor strikes or lockouts; fire; act or restraint of governmental authority; piracy; inability to secure supplies or fuel; or any other cause or circumstance beyond Carrier's control. If a voyage is terminated early due to a non-excluded reason (i.e., not a Force Majeure), Carrier will issue a pro-rata refund of the cruise fare for the uncompleted portion as described above. If the voyage is postponed or delayed, Carrier will have no obligation to reimburse Passenger for accommodation, meal or other costs beyond the original cruise, and may require Passengers to disembark the Vessel and make independent arrangements pending resumption of the voyage.

**e. Passenger's Right to Cancel for Significant Change**

If Carrier increases the fare for the Cruise after booking due to unforeseen costs (e.g., significant fuel increases) or materially changes the scheduled itinerary *prior to departure* in a manner that objectively and substantially impacts the travel experience, Passenger may have the right to cancel the booking and receive a refund or future cruise credit as provided by Carrier's policy or applicable law. In the event of an increase in the fare, Passenger may cancel without charge upon written notice to the Carrier within 72 hours of receipt of notice of such increase, but not later than embarkation.

## **12. Cancellation by Carrier; Vessel Substitution; Overbooking**

### **a. Cancellation, Reschedule, or Other Change**

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) terminate this Ticket Contract, 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, 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.

For further information regarding Carrier’s standard cancellation policies and/or terms, please visit <https://atlasoceanvoyages.com/terms-of-use>, which in any case are detailed below:

### **Cancellation and Refunds**

A 100% cancellation fee will be imposed as indicated below for non-appearance at the port of Cruise embarkation at the scheduled time of departure or in the absence of written notice.

Refunds of payments received will be made when the Carrier receives written notice of cancellation, as indicated by the Cancellation Fee Schedule listed here. Cancellation notices must be in writing and received by the Carrier no later than the day before cancellation penalties are assessed. Passengers who cancel within the indicated periods are subject to the following per-person cancellation fees indicated below. In addition, changes to a reservation will incur a \$50 per Guest change fee.

## **Cancellation Schedule**

Our standard cancellation fee schedule begins at 120 days prior to sailing. See cancellation schedule below.

### **DAYS PRIOR TO CRUISE START DATE - CANCELLATION AMOUNT**

- Deposit: A deposit of \$250 Per Person shall be made by the 121<sup>st</sup> day prior the Cruise start date;
- Administration Fee: corresponding to 25% of the ticket price if cancellation occurs between 120 – 91 days prior the Cruise start date;
- Cancellation Fee: corresponding to 50% of the ticket price if cancellation occurs between 90 – 76 days prior the Cruise start date;
- Cancellation Fee: corresponding to 75% of the ticket price if cancellation occurs between 75 – 46 days prior the Cruise start date;
- Cancellation Fee: corresponding to 100% of the ticket price if cancellation occurs between 45 – 0 days prior the Cruise start date (including non-appearance at the port of cruise embarkation at the scheduled time of departure).

If there are any discrepancies between this Ticket Contract and our website, this Ticket Contract shall prevail.

#### **b. Substitution**

Carrier may substitute another vessel for the Vessel named in the Cruise Documents, 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. If accommodations are not available at the rate indicated on the Cruise Documents at the time Passenger embarks on the Vessel, Passenger will receive the excess, if any, of the rate already paid or arranged for over the fare charged for the accommodations actually furnished.

#### **c. Overbooking**

Passengers acknowledge and agree that the Carrier is entitled to overbook guest accommodations. In general, such overbooking shall not result from deliberate or intentional actions, but may arise from unexpected circumstances, including, but not limited to, the removal of a stateroom from service due to maintenance requirements, and situations where no alternative accommodation is available.

In the event that the stateroom or Cruise is overbooked, or if it is determined that the Vessel has exceeded its capacity, the Carrier shall be entitled, at its sole discretion, to deny boarding to any Passenger. In such case, the Carrier shall provide, as compensation, a full refund of all amounts paid to the Carrier by the affected Passenger, who hereby acknowledges and accepts such refund as the sole compensation to which they are entitled, without prejudice to any additional goodwill offer, such as a credit for a future voyage, that the Carrier may voluntarily grant.

### **13. Medical Care and Other Personal Services**

#### **a. No Duty to Provide Medical Services:**

Passenger acknowledges that Carrier is not in the business of providing medical or emergency services and no such duty is assumed by the Carrier. Any medical personnel, doctor, nurse, or other medical provider on board the Vessel or provided ashore are independent contractors for Passenger's convenience. Carrier makes no warranty or representation, express or implied, as to the quality, standard, or outcome of any such medical services. Carrier assumes no liability whatsoever for any treatment, failure to treat, diagnosis, misdiagnosis, delay in treatment, or any other medical services provided to Passenger by any doctor, nurse or medical professional, whether on board or ashore. This includes any clinics or medical facilities on board the ship, which are provided as a convenience and operated by medical professionals who are independent of Carrier. No doctor-patient relationship exists between Carrier and Passenger, and Passenger will not look to Carrier for the adequacy, timeliness, or quality of any medical care received.

#### **b. Medical Emergencies and Ship's Doctor**

The Vessel may carry a medical doctor or infirmary, but Carrier does not undertake that a doctor or any medical personnel will be available on board at any particular time or at all. If a doctor or nurse is provided on the Vessel, they are independent contractors and not under Carrier's control. Even if the ship's medical personnel wear uniforms or badges with Carrier's logo, or even if the ship's doctor or medical staff are introduced as part of the crew, they are acting for the Passenger's benefit and not as agents of Carrier. Passenger acknowledges that the practice of medicine at sea or in remote locales may be different and limited compared to land-based hospitals, and that a ship's medical facility is likely to be inadequate for major medical conditions. Carrier shall not be liable for any consequences arising from the inability to treat any medical condition, or from any treatment, advice or medication provided by shipboard medical personnel.

#### **c. Payment for Medical Services**

Passenger assumes full responsibility for all medical or related charges incurred for their benefit during the Cruise, whether aboard the Vessel or ashore. Passenger shall pay for all medical treatments, consultations, medications, hospitalization, evacuations (air or ground

ambulance), or any other medical services that may be provided or arranged for Passenger during the voyage. If Passenger is unable to pay and Carrier, in its sole discretion, advances or pays for any such expenses on behalf of Passenger, Passenger agrees to reimburse Carrier fully for the cost of all such services and transportation. Carrier is entitled to impose a medical lien on Passenger's property or credit card on file for any such unpaid charges. It is strongly recommended that Passengers obtain travel health insurance that covers medical expenses and emergency evacuation in international locations as national health programs generally do not pay for shipboard or foreign medical services.

#### **d. Emergency Medical Treatment and Evacuation**

If Passenger experiences a medical emergency, Carrier or the Captain may (but is not obligated to) arrange or request emergency medical treatment or evacuation (such as airlift or speedboat to a shore facility) at Passenger's expense. Passenger hereby consents to such emergency treatment or evacuation if, in the opinion of the ship's doctor or Captain, it is necessary for Passenger's health, and agrees to reimburse Carrier for any related costs as provided above. Carrier assumes no responsibility for the timing, mode, or quality of any off-ship medical treatment or evacuation. Evacuation to shore-side medical facilities may be delayed or impossible due to the ship's location, weather conditions, or other circumstances outside Carrier's control.

#### **e. Other Personal Services and Concessionaires**

If the Vessel carries or makes available any service providers for Passenger's convenience – such as hairdressers, manicurists, spa technicians, fitness trainers, photographers, entertainers, instructors, retail shop personnel, or any other onboard service or concession – Passenger acknowledges that those individuals are either employees of independent concessionaire companies or independent contractors, and not agents of Carrier. Carrier assumes no liability for any wrongful or negligent act or omission, claim or harm caused by such persons in performing their services. Any services provided by independent concessionaires are provided solely for Passenger's convenience. Even if Carrier collects fees for or profits from the activities of independent service providers, those providers are not under Carrier's supervision or control, and Carrier makes no warranties regarding their performance.

#### **f. No Reliance on Representations**

Passenger shall not rely on any representations, statements, or advertisements by Carrier as a substitute for Passenger's own judgment when deciding to partake in any medical treatment or personal service during the Cruise. Passenger agrees that Carrier is not an insurer or guarantor of Passenger's health or safety and that Passenger is assuming the risks of all such services and activities.

#### **g. Shore Excursions and Outside Services**

All Excursions – whether arranged or sold by Carrier (onboard or prior to the Cruise) or independently by Passenger – are operated by independent third parties. Any Excursion or service provided off the Vessel is solely at Passenger's risk and is not part of the Cruise or the Cruise Documents. Even if Carrier promotes, offers, or sells tickets for an Excursion (or even assigns vessel crew to accompany or coordinate an Excursion), Carrier does not assume any liability for the actions, inactions, or negligence of the third-party operators of those services. Passenger's contractual relationship regarding any Excursion is directly with the service provider, and not with Carrier, unless explicitly stated otherwise in writing in a Cruise Document.

Passenger acknowledges that the providers, owners, and operators of such Excursions or services are independent contractors and are not acting as agents, employees, or representatives of Carrier. Carrier neither supervises nor controls these suppliers, nor guarantees the performance or safety of their activities, equipment, or personnel. This applies to all off-ship activities including, but not limited to, sightseeing tours, adventure activities (e.g., ziplining, scuba diving, parasailing, snorkeling, kayaking, biking, wildlife watching), transportation by bus, van, train, aircraft, or other means, hotel accommodations, restaurants, and any other services provided by a third party in connection with the Cruise.

Even though Carrier may collect a fee or earn a profit by selling or arranging such Excursions or services, Carrier makes no warranty, either express or implied, regarding their suitability, safety, or quality. Passenger agrees that in no event shall Carrier be liable for any loss, delay, disappointment, damage, injury, death or other harm whatsoever to Passenger or Passenger's property which occurs during or as a result of any Excursion or activity off the Vessel, or as a result of any acts, omissions, or negligence of any independent contractors or third-party service providers. This exclusion of liability applies whether or not a crew member or agent of Carrier accompanies the Excursion or is present at the activity site.

Any limitations of liability or waivers obtained by such third-party operators shall also inure to the benefit of Carrier. Passenger agrees to abide by the terms and conditions imposed by all independent contractors (such as signing liability waivers, wearing safety equipment, or following instructions), and acknowledges that any failure to do so could result in being denied participation without refund. It is Passenger's responsibility to investigate the safety and suitability of any Excursion or activity and to decide whether to participate. Carrier may, in its discretion, refuse to allow a Passenger to disembark for an Excursion, or to re-board after an Excursion, if in Carrier's judgment the Passenger is unfit or it is unsafe to do so, but Carrier has no obligation to assess the suitability of any activity for a particular Passenger.

## **14. General Limitations of Liability**

### **a. Events Beyond Carrier's Control**

**CARRIER AND THE VESSEL SHALL NOT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO PROPERTY, ANY ILLNESS, INJURY OR DEATH OF PASSENGER, OR ANY OTHER LOSS, DAMAGE OR CLAIM WHATSOEVER ARISING FROM EVENTS BEYOND CARRIER'S REASONABLE CONTROL.** This includes, but is not limited to, any act of God; act of war or terrorism; civil commotion or insurrection; piracy; fire; perils of the sea; inherent defect, danger or deficiency in the Vessel or any means of transportation services or accommodation; explosion; collision; stranding; foundering; breakdown or failure of the Vessel's propulsion, steering, navigational equipment or other systems; actions of national or local governments (such as border closures, quarantines, detention, or requisition of the Vessel); labor disputes (whether or not involving Carrier's employees); strikes or work stoppages; lockouts; robberies or thefts; epidemics or pandemics; or any other cause beyond the Carrier's reasonable control. Passenger assumes the risk of such events and agrees that any resulting delays, changes, or cancellations shall be handled as set forth in the Cruise Documents, in particular this Ticket Contract.

### **b. Off-Ship Occurrences**

**PASSENGER AGREES TO SOLELY ASSUME THE RISK OF INJURY, DEATH, ILLNESS OR OTHER LOSS, AND CARRIER IS NOT RESPONSIBLE FOR PASSENGER'S USE OF ANY ATHLETIC OR RECREATIONAL EQUIPMENT; OR FOR THE NEGLIGENCE OR WRONGDOING OF ANY INDEPENDENT CONTRACTORS, INCLUDING BUT NOT LIMITED TO PHOTOGRAPHERS, SPA PERSONNEL, PASSENGERS ENTERTAINERS OR ENRICHMENT LECTURERS; OR FOR EVENTS TAKING PLACE OFF THE CARRIER'S VESSELS, LAUNCHES OR TRANSPORTATION SERVICES, OR AS PART OF ANY SHORE EXCURSION, TOUR OR ACTIVITY.** Carrier and Vessel shall have no liability for any injury, illness or loss of life, or loss of or damage to property, which occurs off the Vessel or prior to embarkation or after disembarkation. Once Passenger has safely disembarked at the end of the Cruise (or temporarily at a port of call), Carrier's responsibility for Passenger ends, except as may be expressly provided otherwise in this Ticket Contract. If Passenger travels on any land-based transportation (buses, taxis, trains, etc.) or stays in any hotel, even if arranged by Carrier, Passenger does so at their own risk as to those outside services and subject to the terms of the provider (see Section 13).

### **c. No Liability for Delays or Change in Itinerary**

Carrier does not guarantee that the Cruise will depart or arrive at any particular time or date, nor that it will make all scheduled ports or follow any particular route. Carrier shall not be liable for any injury, damage, loss or expense incurred by Passenger as a result of any delay or prolongation of the Cruise, any change in schedule or itinerary, or any interruption or failure to perform any part of this Contract caused by events beyond Carrier's control. This includes

costs of lodging, meals, missed connections, or other additional expenses Passenger may incur due to delays or deviations. Any arrangements made by Passenger in anticipation of the voyage (such as flights, hotel stays, tours, etc.) are made at Passenger's risk, and no refund or compensation will be provided by Carrier for any change or cancellation of the Cruise that affects those arrangements, except as stated in this Cruise Contract. If Carrier is found liable for any delay or failure to perform, despite the foregoing, Carrier shall not be liable for any consequential or incidental damages arising from such delay or non-performance.

**d. Exclusion of Certain Types of Damages**

**UNDER NO CIRCUMSTANCES SHALL CARRIER OR THE VESSEL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND.** This exclusion includes, without limitation, loss of enjoyment, emotional distress or mental suffering, lost earnings or profits, or the cost of additional travel arrangements. Passenger agrees that this exclusion applies to all claims, whether based in contract, tort, strict liability, or any other legal theory.

**e. Emotional Distress/Personal Injury Claims**

**CARRIER HEREBY DISCLAIMS ALL LIABILITY TO THE PASSENGER FOR DAMAGES FOR EMOTIONAL DISTRESS, MENTAL SUFFERING OR PSYCHOLOGICAL INJURY OF ANY KIND UNDER ANY CIRCUMSTANCES, WHEN SUCH DAMAGES WERE NEITHER THE RESULT OF A PHYSICAL INJURY TO THE PASSENGER, NOR THE RESULT OF PASSENGER HAVING BEEN AT ACTUAL RISK OF PHYSICAL INJURY, NOR WERE INTENTIONALLY INFLICTED BY THE CARRIER. WITHOUT LIMITING THE PRECEDING SENTENCE, IN NO EVENT WILL CARRIER BE LIABLE TO PASSENGER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.**

**f. No Warranty; Disclaimers**

**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. THE CARRIER DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR SEAWORTHINESS OF THE VESSEL,** beyond the obligations and remedies set forth herein. The Passenger acknowledges that they have received no promises or guaranties about the safety, conditions, or other aspects of the Cruise except as explicitly stated. Passenger further acknowledges that no travel agent or representative of Carrier has authority to modify or expand Carrier's liability under the Cruise Documents or to make any representations contrary to these terms.

#### **g. Maximum Liability**

If, notwithstanding the exclusions and limitations in this Contract, Carrier is held liable to Passenger for any claim for injury or death of Passenger, **Carrier's liability shall not exceed** the damages allowed by the Athens Convention of 1974 as Amended in 2002 of 250,000 Special Drawing Rights (SDR) which are converted daily into Euros by the International Monetary Fund (IMF) In no event shall any recovery by Passenger exceed the verified actual loss or damage incurred by Passenger. Passenger may not obtain duplicate recoveries from Carrier and any third parties or in different jurisdictions. The Parties to this Ticket Contract acknowledge and agree that the maximum amount set forth in this clause serves both a mandatory and compensatory purpose which both parties consider fair and reasonable; no additional compensation for losses or damages shall be allowed.

#### **h. Assumption of Risk and Release**

Passenger understands and acknowledges that travel by ocean vessel, as well as participation in off-ship tours and adventures, involves inherent risks and hazards. These include, but are not limited to, the motion of the ship and ocean conditions which can cause falls or injuries; unpredictable weather and sea conditions; shipboard equipment which may malfunction; the risk of illness or infectious disease outbreaks (such as norovirus, influenza, COVID-19 or other communicable diseases); accidents during transportation or shore excursions; civil unrest or terrorism in foreign ports; the unavailability or remoteness of medical facilities; and the inherent risks of activities such as swimming (including Polar Plunge activities), snorkeling, scuba diving, kayaking, zip-lining, hiking, Zodiac cruises or wildlife viewing. Passenger freely accepts and assumes all such risks of personal injury (including death), illness, property damage or loss that may occur during or as a result of the Cruise, whether on board the Vessel, in transit to/from the Vessel, or on shore, except to the extent caused by the gross negligence or willful misconduct of Carrier.

#### **i. Fitness to Participate**

Passenger represents that they are physically and emotionally fit to undertake the Cruise and any activities booked, and that they will take due care for their own safety and the safety of any minors in their care. Passenger will not engage in any activity (onboard or ashore) unless they are medically and physically able to do so. Passenger agrees that any activities such as swimming, snorkeling, diving, kayaking, hiking, or similar activities are participated in at Passenger's sole risk and discretion, and only to the extent of Passenger's abilities and health condition. Passenger assumes and knowingly accepts all risks associated with these activities, whether known or unknown, even if more severe than expected or caused by the negligence of others (except as provided in subsection A above regarding Carrier's negligence).

#### **j. Communicable Illness; COVID-19**

Passenger is aware of and knowingly accepts that there is a risk of exposure to communicable illnesses (such as COVID-19, other coronaviruses, influenza, norovirus, etc.) inherent in traveling and interacting with others in group settings. Passenger knowingly and voluntarily assumes the risk of illness or quarantine associated with such exposure. Passenger hereby waives and releases any claims against Carrier for any personal injury, illness, emotional distress, or death arising out of any exposure to a communicable disease (including COVID-19), even if such exposure occurs as a result of Carrier's negligence or the negligence of others (such as fellow passengers or independent contractors providing testing or screening). Passenger understands that governmental or health authorities may impose travel restrictions, quarantines, or other measures in the event of an outbreak on board, and such actions are beyond Carrier's control and are part of the risks assumed by Passenger. If Passenger, or any person in their traveling party, develops symptoms of illness or tests positive during the voyage, Passenger agrees to comply with all isolation or quarantine instructions by the ship's Captain or medical staff, including possible confinement to cabin or disembarkation at an intermediate port. Such measures, while perhaps disruptive, are agreed by Passenger to be in the interest of public health and shall not be considered a deviation or unsatisfactory service by Carrier.

#### **k. Release of Carrier**

**TO THE FULLEST EXTENT PERMITTED BY LAW, PASSENGER HEREBY RELEASES CARRIER, THE VESSEL, AND ALL OF CARRIER'S AFFILIATES AND AGENTS ("RELEASEES") FROM ANY AND ALL LIABILITY FOR CLAIMS OR LOSSES ARISING FROM THE INHERENT RISKS OF THE CRUISE AS SET FORTH ABOVE, OR FROM PASSENGER'S OWN ACTIONS OR OMISSIONS.** This release covers all such claims whether sounding in contract or tort, including claims of negligence (but not gross negligence or willful misconduct) by any of the Releasees. Passenger further agrees that any claim for loss of or damage to property, or for personal injury, illness or death shall be subject to all the terms, limitations, and defenses set forth in this Ticket Contract, and Passenger's exclusive remedies for any such claim shall be those legally available under this Ticket Contract. Passenger acknowledges that the price of the Cruise is based upon this assumption of risk and release of liability by the Passenger, and that if Passenger were not willing to release certain claims, a higher fare would be charged that would not include the benefits of this broad assumption of risk.

### **15. Time Limits To Bring Suit and Class Action Waiver**

#### **a. Notice and Time Limits for Baggage or other Property Damage Claims**

**FOR BAGGAGE OR OTHER PROPERTY CLAIMS, OR ANY OTHER NON-INJURY CLAIMS** (including breach of contract or other civil rights claims), **WRITTEN NOTICE MUST BE PROVIDED WITHIN 30 DAYS** from the date of Passenger's disembarkation from the Vessel or the date when the property loss or damage was or should have been discovered. **SUIT MUST BE FILED WITHIN SIX (6) MONTHS** after the date of Passenger's disembarkation

from the Vessel or the date of the incident giving rise to the claim, whichever is earlier.

**b. Notice and Time Limits for Personal Injury, Death, Illness, and Other Claims**

**NO SUIT SHALL BE MAINTAINABLE AGAINST THE CARRIER, THE VESSEL OR TRANSPORTATION SERVICES FOR PERSONAL INJURY, ILLNESS OR DEATH OF ANY PASSENGER UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, IS DELIVERED TO THE CARRIER WITHIN SIX (6) MONTHS FROM THE DATE OF THE INJURY, ILLNESS OR DEATH AND SUIT IS COMMENCED (FILED) WITHIN TWO (2) YEARS FROM THE DATE OF SUCH INJURY, ILLNESS OR DEATH AND PROCESS SERVED WITHIN 120 DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE, TERRITORY OR COUNTRY TO THE CONTRARY. FOR ALL OTHER CLAIMS, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CRUISE, CRUISE TOUR, LAND TOUR OR TRANSPORTATION SERVICES MUST BE FILED WITHIN TWO (2) YEARS AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.**

**c. Claims for Loss or Damage During Security Inspections**

If Passenger's property is inspected by governmental or port authorities (e.g., Customs and Border Protection) upon disembarkation and Passenger later discovers loss or damage, Passenger must notify Carrier or its agent in writing before removing the baggage or property from the baggage inspection area. Failure to timely raise such a claim at that time shall result in the claim being barred.

**d. Claims and Disputes**

**SHOULD A DISPUTE ARISE BETWEEN THE PARTIES UNDER OR RELATING TO THIS TICKET CONTRACT, EACH OF THE PARTIES AGREE THAT PRIOR TO INITIATING ANY FORMAL PROCEEDINGS, (EXCEPT WITH RESPECT TO SEEKING INJUNCTIVE OR EQUITABLE RELIEF TO ADDRESS PENDING OR THREATENED ACTIONS BY THE OTHER PARTY) THE PARTIES SHALL MEET AND CONFER AS SOON AS POSSIBLE TO NEGOTIATE IN GOOD FAITH TO RESOLVE THE DISPUTE. SHOULD THE PARTIES BE UNABLE TO RESOLVE THE DISPUTE WITHIN TWENTY (20) BUSINESS DAYS FROM THE FIRST MEETING OR SOME LONGER AGREED UPON TIME PERIOD SET FORTH IN WRITING, THE PARTIES MAY SEEK LEGAL REMEDIES IN ACCORD WITH THE LAWS OF PORTUGAL.**

**ANY DISPUTE, CLAIM, OR OTHER CONTROVERSY OF ANY DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED OR INCIDENT TO THIS TICKET CONTRACT, THE CRUISE, A CRUISE TOUR, LAND TOUR OR TRANSPORTATION SERVICES, WHETHER BASED ON CONTRACT, TORT, STATUTORY, CONSTITUTIONAL OR OTHER LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR FOR ANY LOSSES, DAMAGES OR EXPENSES, RELATING TO OR IN ANY WAY ARISING OUT OF OR**

CONNECTED WITH THIS TICKET CONTRACT, THE CRUISE, A CRUISE TOUR, LAND TOUR OR TRANSPORTATION SERVICES, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, SHALL BE REFERRED TO AND DETERMINED EXCLUSIVELY BY THE COURT IN FUNCHAL, PORTUGAL. ALL QUESTIONS CONCERNING THE CONSTRUCTION, INTERPRETATION AND VALIDITY OF THIS TICKET CONTRACT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF PORTUGAL WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN PORTUGAL.

**e. Class Action Waiver**

PASSENGER HEREBY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS PROVIDED IN THE LAST SENTENCE OF THIS PARAGRAPH, PASSENGER MAY BRING CLAIMS AGAINST CARRIER ONLY IN PASSENGER'S INDIVIDUAL CAPACITY. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, PASSENGER AGREES THAT ANY LAWSUIT AGAINST CARRIER, VESSEL OR TRANSPORTATION SERVICES WHATSOEVER SHALL BE LITIGATED BY PASSENGER INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND PASSENGER EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING PASSENGER TO PARTICIPATE IN A CLASS ACTION.

**16. Jurisdiction, Venue, Governing Law, and Severability**

**a. Exclusive Jurisdiction in Portugal**

ANY DISPUTE, CLAIM OR OTHER MATTER OF ANY DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED OR INCIDENT TO THIS TICKET CONTRACT, THE CRUISE, CRUISE TOUR, LAND TOUR OR TRANSPORTATION SERVICES (INCLUDING A CLAIM FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER) MUST LITIGATED, IF AT ALL, IN PORTUGAL, THE DISPUTE, CLAIM OR OTHER MATTER OF ANY DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED OR INCIDENT TO THIS TICKET CONTRACT, THE CRUISE, CRUISE TOUR, LAND TOUR OR TRANSPORTATION SERVICES (INCLUDING A CLAIM FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER) SHALL BE BROUGHT BEFORE A COURT LOCATED IN PORTUGAL AND SUBJECT TO THE LAWS OF PORTUGAL. PASSENGER HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION THAT PASSENGER MAY HAVE TO ANY SUCH ACTION OR PROCEEDING BEING BROUGHT IN THE COURTS REFERENCED IN THIS SECTION WHICH ARE LOCATED IN PORTUGAL.

**b. Governing Law**

THIS AGREEMENT AND ANY DISPUTES, CONTROVERSIES, PROCEEDINGS OR CLAIMS OF WHATEVER NATURE ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, ITS SUBJECT MATTER, VALIDITY, TERMINATION OR ENFORCEABILITY

**(INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) SHALL IN ALL RESPECTS AND WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH BOTH PROCEDURAL AND SUBSTANTIVE LAW OF PORTUGAL.**

**c. Waiver of In Rem Proceedings**

**PASSENGER HEREBY WAIVES ANY RIGHT TO ARREST, ATTACH OR OTHERWISE SEIZE THE VESSEL OR ANY OTHER VESSEL OWNED, OPERATED OR CHARTERED BY CARRIER IN REM OR QUASI IN REM**, in other jurisdiction, in relation to any claim against Carrier. Passenger's sole remedy for resolution of any such claim shall be to proceed against Carrier in personam, in the Maritime Court in Lisbon, Portugal. This waiver is intended to preclude the obtaining of pre-judgment security against any vessel of Carrier in any jurisdiction.

**d. Severability**

If any portion of this Ticket Contract is found to be illegal, invalid, or unenforceable, then such portion shall be severed and the remainder of the section and Ticket Contract shall remain in full force and effect. The forum selection, jurisdiction, and governing law provisions are independent of the other provisions of this Ticket Contract and shall survive any finding that the Ticket Contract is void or unenforceable.

**17. Indemnification by Passenger**

Passenger shall indemnify, defend, and hold harmless Carrier, the Vessel, and all of Carrier's officers, employees, agents and contractors (the "Indemnified Parties") from and against any and all claims, losses, liabilities, damages, judgments, settlements, fines, penalties, costs, fees and expenses (including reasonable attorneys' fees and expenses) which any of the Indemnified Parties incur or pay as a result of or arising out of: (i) any breach of the Cruise Documents or violation of law by Passenger or any minor or other person in Passenger's care; (ii) any damage to the Vessel, property, or equipment caused by Passenger's willful or negligent act or omission; (iii) any personal injury, death or property damage caused by Passenger's negligent or intentional act or omission; or (iv) any demand, claim or lawsuit brought by a third-party (including another passenger or guest or any governmental entity) arising from Passenger's conduct, violation of law, or omission. This indemnity obligation shall survive the conclusion of the Cruise and is not the least limited by any limitation of liability for Passenger claims against Carrier.

**18. Miscellaneous Provisions**

**a. Use of Likeness**

Passenger grants Carrier and its affiliates the right to include photographic, video, audio and other visual or audio portrayals of Passenger in any medium relating to the Cruise (including

in promotional materials or sales brochures) without compensation or further notice. Passenger hereby irrevocably consents to Carrier's use of such images or recordings, and releases all rights and claims over those images including any claims for compensation, royalties, invasion of privacy, or libel. Passenger who does not wish to be photographed or recorded must inform the onboard photographer or videographer at the time of image capture; however, Carrier cannot guarantee that any Passenger will not be incidentally included in photographs or recordings. 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.

#### **b. No Solicitation / Professional Services**

Passenger shall not solicit other passengers for commercial purposes or advertise goods or services on board the Vessel without Carrier's prior written permission. Professional or charitable groups on board must have a separate agreement with Carrier. Passenger further agrees not to engage in any sales, market research, or brochure distribution to other passengers during the Cruise.

#### **c. Smoking and Drugs**

Passenger agrees to abide by Carrier's rules regarding smoking. Smoking is permitted only in designated areas on the Vessel, and is strictly prohibited in all other areas including staterooms and balconies. The use or possession of illegal drugs or controlled substances (other than those lawfully prescribed by a physician) is strictly prohibited on board and during Cruise-related transportation. Any violation of Carrier's policies on smoking or drugs may result in fines, confiscation of prohibited items, and/or immediate disembarkation of the Passenger at the next port of call without any refund, as well as referral to law enforcement authorities.

#### **d. Interpretation and Entire Agreement**

The headings used in this Ticket Contract are for convenience of reference only and shall not affect the meaning or interpretation of any provision. This Ticket Contract and all others Cruise Documents, such as the Cruise Ticket (including any incorporated terms and conditions and policies) constitute the entire agreement between the parties and supersede all prior or contemporaneous oral or written representations or agreements relating to the subject matter. In the event of any conflict between this Ticket Contract and any Carrier advertising, website information, or other descriptions of the Cruise, the terms of this Ticket Contract shall prevail. If any provision of this Ticket Contract is found void, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

References to a gender shall include all genders; and words only imparting the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires.

The words such as “herein”, “hereinafter,” “hereof,” and “hereunder” refer to this Ticket Contract as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

The division of this Ticket Contract into clauses, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be used in construing or interpreting this Ticket Contract.

References to agreements and contracts include any amendments, restatements and supplements executed from time to time. References to a law, convention, statute or statutory provision shall include: (1) that law, convention, statute or provision as from time to time amended, modified, re-enacted or consolidated whether before or after the date of the Cruise Documents; (2) any past law, convention, statute or statutory provision as from time to amended, modified, re-enacted or consolidated which that law, convention, statute or provision has directly or indirectly replaced; and (3) any subordinate legislation made from time to time under that law, convention, statute or statutory provision.

#### **e. Amendments and Waivers**

Any waiver of rights by Carrier or any amendment to this Ticket Contract must be agreed upon by both parties, expressly and in writing. No employee, agent, or third party is authorized to vary or modify this Ticket Contract verbally. Only a written amendment signed by an officer of Carrier may alter the terms. Passenger acknowledges not relying on any statements inconsistent with this Ticket Contract.

Carrier’s failure to enforce any provision of this Ticket Contract at any time shall not be deemed a waiver of its right to enforce that or any other provision at any later time. The rights and remedies of Carrier in this Ticket Contract are cumulative and in addition to any other rights and remedies under applicable law.

#### **f. Notice and Contact Information**

All notices required by this Ticket Contract to be given to Carrier must be in writing and sent by registered mail or email with confirmation of receipt. It is Passenger’s responsibility to provide Carrier with a current email and mailing address for any communications.

#### **g. Limitation of Onboard Spending**

Passenger shall be responsible for all charges incurred by individuals using their onboard account or key card, unless Carrier is notified of the loss of such card prior to the unauthorized use. Carrier shall not be liable for any unauthorized charges where Passenger failed to promptly notify Carrier.

## **h. Minor Guest Travel Consent**

Minors traveling without both legal guardians must provide a notarized letter of consent, medical authorization, and passport or government ID. Carrier reserves the right to deny boarding to unaccompanied minors or those without proper documentation.

## **i. Data Protection. Video Surveillance and Biometric Data Consent**

For the purposes of this Ticket Contract, the terms "personal data" and "processing", as well as any other related terms and expressions, must be interpreted in accordance with GDPR.

Within the scope and exclusively for the performance of this Ticket Contract, there will be the processing personal data of the crew and Passenger, 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 such as cruise's identification, cabin's number, arrival and departure date, flight details, rates.

Without prejudice to the other obligations under this Ticket Contract, the Parties undertake to strictly comply with the provisions of GDPR.

Further, Passenger acknowledges that the Vessel's public and communal areas may be subject to continuous video surveillance for the purposes of safety, security, crime prevention, incident investigation, and regulatory compliance. Such surveillance may include real-time monitoring and recording. Carrier reserves the right to review, use, and disclose video footage to law enforcement, insurers, regulatory bodies, or other third parties as deemed necessary or appropriate by Carrier. Passenger expressly waives any expectation of privacy in areas subject to surveillance and any objection to the use of such recordings for security, operational, or legal purposes.

In addition, Passenger acknowledges and agrees that Carrier may utilize biometric technologies, including facial recognition, fingerprint scanning, and similar tools, to facilitate identity verification, expedite embarkation and disembarkation, enable onboard purchases, and comply with port and governmental regulations. By accepting this Cruise Ticket, Passenger consents to the collection, storage, use, and processing of their biometric data by Carrier and its authorized providers, subject to applicable data privacy laws. Biometric data will be safeguarded using commercially reasonable measures and retained only as long as necessary for the stated purposes or as required by law.

Passengers who wish to withdraw consent for biometric processing may do so in writing before embarkation; however, such withdrawal may impair or delay Carrier's ability to provide services or complete regulatory processing.

By boarding the Vessel, Passenger confirms understanding of and agreement to the use of video surveillance and biometric data as described herein.

#### **j. Compliance with International Sanctions**

The Carrier is committed to fully comply with all applicable economic sanctions, trade embargoes, trade restrictions and export control laws, as may be amended from time to time, including without limitation those imposed by the United Kingdom, the European Union and the United States.

For this purpose, the Passenger represents and warrants that they are not subject to any sanctions imposed by the European Union, the United States of America, or any other relevant authority, and that they are not listed on any restricted parties list, including, but not limited to the EU Consolidated Sanctions List and the U.S. Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) List.

In view of the foregoing, Passengers agrees to comply with Carrier's policies concerning all applicable Travel Sanctions and Regulations, which can be found at <https://atlasoceanvoyages.com/travelsanctions>.

The Carrier reserves the right to suspend or terminate this Agreement, without liability and without any right to reimbursement on the part of the Passenger, if it reasonably believes that the Passenger is in breach of this clause or that the transaction may violate applicable sanctions laws or regulations.

#### **k. No Duty to Rescue or Recover**

Passenger acknowledges and agrees that Carrier and the Vessel owe no general duty to search for, rescue, or recover any person who voluntarily leaves the Vessel, goes overboard, or is otherwise missing from the Vessel, except to the extent such a duty is expressly required by applicable international maritime law. If a Passenger is determined to be missing, overboard, or voluntarily departed from the Vessel without authorization, Carrier shall have sole discretion to determine the scope, duration, and nature of any search or rescue efforts, and may limit or terminate such efforts at any time without liability.

Carrier shall not be responsible for any injury, loss, damage, or death resulting from a Passenger's unauthorized disembarkation, failure to reboard the Vessel, or presence in restricted or unsafe areas, whether onboard or ashore. Passenger expressly waives any claims arising from Carrier's exercise of discretion in conducting or discontinuing any search, rescue, or recovery operation.

#### **I. Waiver of Subrogation**

To the fullest extent permitted by law, Passenger hereby waives any and all rights of subrogation against Carrier, the Vessel, and their respective officers, employees, agents, affiliates, insurers, and contractors for any loss, damage, expense, injury, or death that is

covered, or required to be covered, by insurance maintained by or on behalf of Passenger. This waiver applies regardless of whether such loss or damage is caused in whole or in part by the negligence or fault of Carrier or any party indemnified herein.

Passenger agrees to obtain any endorsements or consents from their insurance providers necessary to effectuate this waiver and further agrees that no insurer shall have any right of recovery against Carrier or its related parties by way of subrogation, assignment, or otherwise.

**\*Online Acceptance Required by Logging in to MyAtlas Portal.**