

## General Terms and Conditions

These Terms and Conditions are effective for bookings made as of 1 November 2024.

### IMPORTANT NOTICE

*Please read the terms and conditions of this Guest Passage Contract (the “Contract”) carefully as they constitute the complete and entire legally binding agreement between you and HX US Inc. as to the subject matter discussed below. Please pay particular attention to the terms and conditions as they include limitations on our liability and your right to sue.*

This Contract applies to the sea passage as well as to all other products or services of any kind whatsoever provided for or arranged by HX US Inc. their agents or independent contractors. These terms and conditions represent the entire agreement and a binding contract between HX US Inc. and the customer. These provisions supersede any oral or written representations. Any change in these provisions must be in writing signed by the president of HX US Inc. The transports of passengers, baggage and vehicles is subject to the provisions of the Act no. 39 of 24 June 1994 Norwegian Maritime Code, as amended (‘**Norwegian Maritime Code**’). A copy of the Norwegian Maritime Code in Norwegian and in English, are on file with HX and available upon request. The terms and conditions of this Contract are drawn up in accordance with the Norwegian Maritime Code. However, in case of conflict between this Contract and the Norwegian Maritime Code, this Contract shall take precedence.

### 1. YOUR CONTRACT

Your Contract partner is HX US Inc (DBA in Florida and Michigan as HX Americas Inc and in Massachusetts as HX Expeditions) whose registered office is at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, United States (Company No: 3007248). When used in this Contract, ‘you,’ or ‘customer’ means each person whose name appears on the face of the ticket and/or who uses the ticket for passage on the cruise described in the ticket and their successors and assigns, including Transferees (as defined below). ‘HX’, ‘we,’ and ‘us,’ means HX US Inc. as described above and its subsidiary, affiliate, and parent companies, agents, assigns and vessels they own or charter.

If you are booking your travel or cruise through a travel agent or if any other person is booking or paying for your travel or cruise (or both)—for example, a person buys you a cruise as a gift—that person buying the cruise for you, booking or otherwise paying on your behalf, or communicating with us on your behalf, will be considered as and referred to in these terms and conditions as your “**Agent.**” Depending on your relationship with your Agent, that person may be authorized to book on your behalf, pay on your behalf or both or conduct other activities in your name. In any case, when we use the term “you” in these terms and conditions in connection with your obligations or requirements (payment, confirmation of accurate, information, etc.), you may fulfill the requirements on your own or you may use your Agent to fulfill them, as applicable. However, all waivers, confirmations of authority, indemnities and releases shall be deemed made by you, personally, and not your Agent unless otherwise agreed to between you and your Agent. In addition, each customer acknowledges and agrees that **our obligations are only to customers, and not to any Agents as we have no contractual relationship with nor any obligations to any Agents** and also that **we are not responsible or liable for any claims or issues arising out of your relationship with your Agent(s).**

When you book travel or a cruise with us, this Contract is regarded as binding once HX receives the first payment from you that is required under section 3 below. HX is then responsible for delivering the products/arrangements you have booked while you are financially responsible for the booking. The moment you make a booking you are confirming at the same time that you have the authority to accept these terms and conditions on behalf of yourself and any travel companions (*i.e.* other customers). For clarity, and as indicated above, when we say “you” in this paragraph (and certain others as indicated), we mean either you or your Agent, as determined between you and said Agent and as long as the Agent does have the authority to accept these terms and conditions on your individual behalf and on behalf of all other listed

customers.

You accept responsibility for payment to us for all customers in your booking. The customer is solely responsible for ensuring that the actual reservation corresponds with the booking made. As the person making the booking you are also responsible for ensuring that the names on all documents are correct and in accordance with the passports of all customers for whom you are making the booking. As the person making the booking you will also be responsible for ensuring that all travel companions in the booking are kept fully informed of what was booked and any changes that may arise. If you are booking your trip via an Agent, all communication shall take place via the Agent. Note that certain Agents may have additional terms and conditions that you will be subject to when booking travel through them. Always quote your booking number when contacting HX.

For security reasons all adult passengers are required to provide contact information, including phone number and e-mail. We will not issue travel documents before we have received this information.

We reserve the right to assign our rights and obligations without your prior consent under these terms and conditions, the booking confirmation and the full and entire travel package Contract between you and us to another company within the HX group. In such cases you shall receive an advance notice of such assignment from us.

## **2. GOVERNING LAW AND FORUM SELECTION CLAUSE**

ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE PASSENGER TICKET, THESE TERMS AND CONDITIONS AND YOUR CRUISE SHALL BE DETERMINED EXCLUSIVELY BY THE COURTS OF OSLO, NORWAY, THE JURISDICTION TO WHICH WE AS THE CARRIER, AND YOU HEREBY SUBMIT OURSELVES. THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY THE LAWS OF NORWAY.

## **3. PAYMENT**

Payment is due as follows:

- i. If you book 90 days or more before your scheduled departure date a non-refundable deposit of 25 % shall be paid when you book. The balance is due 90 days before your scheduled departure date. No second invoice will be sent. Travel documents will be issued 7 to 14 days prior to departure.
- ii. If you book less than 90 days before your scheduled departure date the full price is payable when you book.

If you fail to make any payment by the date on which it is due under this Contract, HX reserves the right to cancel the booking, keep the deposit and demand a cancellation fee in accordance with Section 11 below. In the event of special promotions, the total amount may be due immediately at the time of booking. Your travel documents will be sent as soon as HX has received full payment.

## **4. HEALTH, SAFETY AND FITNESS TO TRAVEL ON THE SHIP; DISABILITY OR OTHER MOBILITY CONCERNS; PREGNANCY; CONSENT TO MEDICAL TREATMENT**

### **General Health and Safety.**

To make sure we are able to carry you and our other passengers safely and, in particular, in accordance with applicable safety requirements and laws established by international and U.S. law, including the laws of the ship's flag state, **you represent and warrant that you are fit to travel by sea and that your conduct or condition will not impair the safety of the ship or inconvenience the other passengers.**

### **Notification of Special Conditions; Mobility Concerns; Mobility Equipment**

As soon as possible during booking and, in any case, before boarding, you must notify us of any medical condition for which you or any person accompanying you may require either medical attention or accommodation during the cruise, including but not limited to food allergies, the requirement to bring medical or mobility equipment on board (including a wheelchair) or the requirement for a service animal. **The customer assumes all risks arising out of the customer's personal medical**

HX US Inc

(DBA in FL and MI as HX Americas Inc and in MA as HX Expeditions)

Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, USA

Company No: 3007248

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**condition prior to the cruise, whether or not that condition is disclosed to HX. If you or anyone in your party requires the use of a wheelchair, you must provide your own.** HX strongly recommends—but does not require—that customers with physical disabilities or medical conditions that may require special assistance before, during, or after the cruise be accompanied by someone who is able to assist both ashore and at sea, as HX is unable to offer such services. **Medical facilities are not available aboard the ship,** and there may be circumstances beyond HX’s control that may prevent or delay a medical evacuation or disembarkation. While a doctor or medical personnel may be on board the ship, these individuals are not agents or employees of HX, but are independent contractors.

Please note that we may decline to carry certain medical or mobility equipment where it is not safe to have such devices or equipment on board or where we have not been notified sufficiently in advance to permit us to investigate the potential risks associated with same nor whether reasonable accommodations might be made.

Moreover, certain international or local safety requirements, standards and/or applicable laws relating to design, construction or operation of the vessel, docks, gangways, anchorages or other facilities on or off the vessel may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. **The captain shall have sole discretion to determine whether physical conditions may prevent a customer from going ashore in such situations.**

General information about a trip or expedition’s suitability for persons with reduced mobility is provided in the sales and marketing material for that trip or expedition and specific information is available upon request.

#### **Refusal to Embark; Additional Requirements.**

We reserve the right to require you to produce medical evidence of fitness to travel to assess whether we can carry you safely in accordance with the above-referenced laws and requirements and our industry standards. **If we consider it necessary, we are entitled to administer a health questionnaire prior to boarding which may include questions about your exposure to certain infectious diseases.** If it appears to us, the ship’s captain or our nominated medical representative that you are unable or unfit to travel, likely to endanger your own safety or the safety of any other passengers or our crew, likely to be refused permission to land at any port, or likely to render us liable for your or any other passenger’s maintenance, support or repatriation, **then we, including through the ship’s captain, shall have the right to take any of the following actions to which you consent, as applicable, by your entering into this Contract:**

- i. Refuse to embark you at any port;
- ii. Disembark you at any port;
- iii. Transfer you to another berth or cabin;
- iv. If HX’s nominated medical representative considers it advisable, to place or confine you or to transfer you to a health facility at any port, at your expense;
- v. To administer first aid and administer any drug, medicine or other substance or to admit and/or confine you to a hospital or other similar institution at any port provided that the ship’s nominated medical representative or captain considers that any such steps are necessary for your safety, health or wellbeing or the safety, health or wellbeing of other passengers and the crew.

We continuously evaluate our health and safety policies and procedures to take account of advice from our medical advisors, guidance and directives from health authorities and applicable law. Accordingly, such policies and procedures (including our embarkation protocols, vaccination requirements, infection control measures, confinement, quarantine or emergency disembarkation of passengers) are subject to change from time to time. Specific measures may vary per sailing due to local regulations, updates in scientific and medical advice, and the conditions at the time of sailing. Instructions from local health authorities and changes in legislation may also impact our procedures and how we handle specific cases. While we will use commercially reasonable efforts to give you as much notice as reasonably possible of any changes, we may update these policies and procedures on our website or by notice to you whether before or during your cruise, and you agree to adhere to such revised or new policies and procedures. The control of the ships remains with the Master, who may vary the policy and procedures from time to time or require additional measures due to the health and safety on board in accordance with the Norwegian Ship Safety

Act. Further, local health authorities may impose measures on the ships, such as a ship quarantine or set requirements for passengers to disembark. All passengers must adhere to such instructions, policies and procedures and if you or any member of your party fails shall have right to deny you to embark, refuse you to re-board after going ashore, disembark you, or report you to governmental and health authorities. Neither we, the operator, the carrier (or any of their directors, officers, employees or representatives), the crew nor the Master are liable for any damages or expenses whatsoever incurred by a you as a result of such denial of boarding, refusal to re-board, disembarkation, or other steps taken arising from these terms and conditions.

You acknowledge, understand, and accept that during your journey (including but not limited to onboard the ship, flight, while travelling to or from the ship, in hotels, terminal, and airports or during excursions) you or other passengers may be exposed to communicable illnesses, including but not limited to influenza, norovirus, COVID-19 and colds. Further, you understand and accept that the risk of exposure to such illnesses is inherent in many activities where people meet, interact and share common facilities, even with policies and procedures in place to address communicable illnesses. This risk is beyond HX's, the operator's and the carrier's control and cannot be eliminated.

Regulations and travel restrictions are constantly changing, and you accept responsibility for ensuring that you comply with entry regulations in each country visited during the sailing (including, but not limited do, vaccination and test requirements, quarantine obligations and entry registration forms), regardless of whether you plan to disembark.

### **Consent to Medical Treatment; Disclaimers of Liability**

Without affecting our general or specific disclaimers or limitations of liability elsewhere in this Contract, HX shall not be liable for any aspect of medical treatment provided to the customer, including, but not limited to, the consequences of any examination, advice, diagnosis, treatment, prognosis or other services that such doctor or medical personnel may furnish the customer. It may be necessary for the customer to obtain shoreside medical service during or after the cruise in countries other than the United States in which a different standard of medical care applies than to which the customer may be accustomed. HX makes no warranty as to the quality of any such medical services. **If a doctor or other medical personnel is aboard as an independent contractor of HX, and if in the opinion of such personnel the customer needs medical attention, and if after embarkation the customer is unable to re-quest or authorize such treatment, the customer hereby consents to treatment by such individuals, or by a physician designated by HX.** The customer shall be charged for, and shall pay for, medical services and for medication and supplies used for his or her medical treatment. The customer shall also be responsible for the payment of any medical expenses incurred ashore.

Finally, if we refuse to embark you for health and safety-related reasons or because we consider you otherwise unfit to travel, we will not be liable for any loss or expense you incur as a result, nor shall you be entitled to any compensation from us.

### **Pregnancy**

Pregnant guests are welcome onboard our cruises however, we recommend seeking medical advice before travel at any stage of pregnancy. For the sake of the parent and baby, we may also require a medical certificate if we feel the situation warrants it:

**Guests who would be less than 23 weeks pregnant at end of voyage** - A medical certificate is not needed.

**Guests who would be 23 weeks pregnant at end of voyage** - A medical certificate is needed to travel with us.

**Guests who would be 24 weeks or longer pregnant at the end of voyage** - For the sake of the parent and the baby, pregnant guests are not permitted to travel with us if they would be 24 weeks pregnant at the end of the voyage.

## **5. PRICES**

The fare set forth in this Contract is stated in U.S. dollars, is per person based on double occupancy and does not include land arrangements or services, unless otherwise expressly agreed in writing by HX.

The fare does not include items of a personal nature, including but not limited to, personal expenses, optional excursions, meals ashore, laundry or spa treatments unless otherwise indicated. Further exclusions are set out in our All-Inclusive Terms & Conditions which are published on our website and are incorporated into these General Terms & Conditions. Some

elements, amenities, access to facilities and priority is subject to cabin category, HX Explorers Loyalty status or booking channel. Amenities and services vary by ship and itinerary and are subject to availability. Alcohol service is subject to licensing regulations and HX operating policies including hours of service. Premium Drinks are excluded except for Suites guests. Premium Drinks exclude premium wine and champagne unless expressly included in your package.

The full and correct price of the trip is given before a booking is confirmed, except as set forth below.

The fare includes taxes, fees, port expenses, and charges imposed by governmental or quasi-governmental authorities. HX reserves the right to add certain specified additional charges to the price of your booking such as, for example, a fuel surcharge, in the event that there may be increased costs or if an airline raises rates or imposes surcharges up to 30 days before departure. HX reserves the right to collect the fare in effect at the time, and as a condition, of embarkation. Should prices be reduced as a result of the same changes mentioned above, the price adjustment will be credited to you. In the event of price increases of more than 10 percent, you retain the right to cancel your booking at no charge, with a full refund of all amounts paid. Should you wish to cancel your booking as mentioned above, notification of this must be received by HX at the below address, within 14 days from the date of the new invoice showing the increase in price.

## 6. AIR TRAVEL

You may choose to book your airfare through HX. However, all such arrangements are made by us solely as your authorized agent and for your convenience and are at your risk. Air travel providers, owners, and operators are independent contractors and are not acting as agents or representatives of HX. HX does not undertake to supervise or control such independent contractors or their employees, and makes no representation, express or implied, as to their suitability or safety. HX shall not be liable for any delay, damage, injury, death, or loss of any kind whatsoever due to the acts, omissions, or negligence of any air travel providers, owners, operators, or their employees or agents. The prices specified for air travel on HX's website or in other advertising materials are based on available seats in the lowest pricing category for flights. If these seats are not available at the time of booking, HX will seek to offer the lowest available flight price. The flight price will be quoted upon request and the quote will be provided within one to two business days. If we are required to book the airline's published fare for you, once you accept the quoted flight price, you may be required to pay that amount in full within 24 hours of your acceptance and we will notify you when we give you the quote if that is the case; otherwise, the flight fare will remain part of the total amount you owe and due as set forth in Section 3 above. Please note that some flight prices require a local airport fee to be paid in cash by the customer. Such costs are not included in the agreed price for the booking.

Airline tickets issued may not be reissued or exchanged for another air carrier or routing. Cancellation or re-booking charges will be assessed by the airline for any changes and these additional costs are the sole responsibility of the customer.

According to the European Parliament and Council Regulation no. 261/2004 you have the right under certain circumstances to a refund and/or compensation from the airline if you are refused boarding of the flight or in cases where flights are cancelled or take-off is extremely delayed. You must claim such refund or compensation directly from the airline company. Refunds in such cases will not automatically give you the right to a refund of your costs from us. In cases where delays can result in the right to cancel a flight with the selected air travel provider, this will not automatically give you the right to cancel or receive a refund for any other arrangements with us, even if they were agreed on in connection with the flight concerned unless and to the extent we caused the delay.

## 7. NAME CHANGES; TRANSFER OF BOOKINGS

If you wish to change one or more names on your booking(s) (*i.e.* transfer your booking to another person) after you make your first payment and this Contract becomes binding, you may do so before departure on the following schedule below for a **minimum administrative fee of USD \$50.00** per change, payment of which will be a condition of embarkation.

- 61 days or more before departure for Expedition cruises to the Galápagos Islands



- 31 days or more before departure for all other Expedition cruises (*i.e.* excluding to the Galápagos Islands)

**Please note that** for direct bookings, you must request changes in writing by email to [us.expeditions@travelhx.com](mailto:us.expeditions@travelhx.com). If you have booked through an Agent, **please contact your Agent to make the required changes.**

HX will consider any name changes other than to correct minor typographical errors a transfer of the booking to the applicable person (the “**Transferee**”). You represent and warrant that (a) the Transferee satisfies all the requirements of this Contract and the applicable bookings; and (b) you have informed the Transferee of this Contract and that s/he/they will be subject to its terms as if they had originally made the booking, **except that** you and the Transferee will be jointly and severally liable and responsible for any amounts due under this Contract.

Please also note that the cost of your expedition may increase if you were entitled to a discount or other promotional benefit but your Transferee is not.

Changes in air travel and other arrangements such as shore excursions may also be subject to change fees and/or increases by the carrier, for which the customer shall be solely responsible, including for any such arrangements HX has made on your behalf, including airfare, as described in section 6.

#### **8. OTHER CHANGES TO BOOKINGS BY CUSTOMERS**

If you wish to make changes to your bookings or travel arrangements other than those permitted in section 7 after this Contract has become valid, such as adding individuals to your booking(s), removing an excursion from your booking or removing a night from a hotel stay, HX will make every effort to accommodate your requests; however, additional changes may not be possible and are ultimately in HX’s sole discretion. As in section 7, HX reserves the right to charge you an administrative fee of USD \$ 50.00 per change, payment of which shall be a condition of embarkation. **Please contact:** [us.expeditions@travelhx.com](mailto:us.expeditions@travelhx.com) or call 866-552-0371 to discuss changes.

Also, and as indicated in section 7, certain types of changes, such as changes in air travel and other arrangements such as shore excursions, may also be subject to change fees and/or increases by the carrier or other providers and may otherwise result in an increase in the overall price for the booking, for which the customer shall be solely responsible. Ground transfers (for example, bus rides) purchased through HX are not refundable. Please review the documents and instructions for transfers that were sent to you. Missed transfers are not the responsibility of HX and there is no reimbursement available.

If HX is not able to accommodate your requests as described above, and if you decide to proceed with the requested changes regardless, we shall treat your request as a cancellation and rebooking of the original bookings and incur all associated fees pursuant to section 11 of this Contract.

#### **9. TRANSFER OF BOOKING**

Except as explicitly permitted herein, this Contract is personal and cannot be assigned, sold, or transferred to persons other than the customer without the express written consent of HX.

#### **10. TRAVEL PROTECTION PLAN**

We recommend that all passengers purchase a travel protection plan to help protect you and your trip investment from unexpected events such as cancellations, delays, and medical emergencies. For some destinations, travel insurance is required. Please read the cancellation policy below.

#### **11. CANCELLATION BY CUSTOMER**

You or anyone in the booking have/has the right to cancel the booking at any time. All cancellations must be done in writing by the person who has made the booking. The cancellation is effective on the date that HX receives the

cancellation request at the address provided in this Contract. Cancellation fees are calculated according to the following schedule for all other bookings:

**Number of days before departure when the Cancellation Letter is received by HX \* Charges as a % of the total package cost \*\***

- Total package cost \* | 100% \*\*
- 90 or more days \* | 25% \*\*
- 60-89 days \* | 50% \*\*
- 30-59 day \* | 75% \*\*
- Less than 30 days \* | 100% \*\*

For trips that are based on pre-paid flights, including any airfare we book on your behalf, the airline company's booking and cancellation rules will apply to the air portion. Any trip protection costs will be additional to the agreed price for the booking. The same applies to any connection travel that does not form part of this booking. You will be responsible for all such costs. There is no refund of any or all of the booking price for customers who do not show up at the pier for embarkation or who disembark prior to the end of their ticketed cruise itinerary. Should the customer's cabin include several people, partial cancellation will result in the application of the above penalties to the persons who have cancelled and the remaining customers being charged the applicable prices for the revised number of customers in the cabin. If you have to cancel your booking for reasons that are covered by your travel protection plan, you must apply for a refund from your insurance company for the cancellation fee of your own accord. Insurance premiums are not refundable. Cancellation charges are calculated based on total fares paid to HX for all trip components. Cancellation charges will apply notwithstanding that HX is able to rebook the cabin in question.

**12. CANCELLATION, DEVIATION, OR SUBSTITUTION BY HX**

You agree that HX has the sole discretion and freedom to direct the movements of its vessels, including the right to proceed without pilots, tow or be towed, assist other vessels; deviate from the customary or advertised course for any purpose that is sufficient in the judgment of HX or the vessel's captain, including but not limited to offering or rendering assistance in an effort to preserve life or property; and put in or back in to, or call or stop at any port or place. HX shall not be required to provide you prior notice before exercising its discretion on any of these matters, and shall not incur any liability to you for any loss, damage, or delay, whether consequential or otherwise. HX shall at all times have the absolute right, without liability to you, to take all actions necessary to comply with orders, recommendations or directions from any governmental entity or persons purporting to act with such authority, including but not limited to those pertaining to health, security, immigration, customs, or safety.

HX reserves the right to cancel any cruise or booking without liability or compensation to you, provided such cancellation is due to circumstances that are beyond HX's control, including but not limited to acts of God, war, piracy, terrorism, civil strife, labor conflicts, weather conditions, perils of the sea, mechanical breakdown, or collisions ('force majeure events'). If as a result of a force majeure event, HX determines that proceeding to, attempting to enter, entering, or remaining at a port may expose the ship to risk, loss, damage, or delay, the customer and his or her baggage may be disembarked at any port or place at which the ship may be or call, at which time HX's responsibility under this Contract shall cease and the Contract shall be deemed to have been fully performed.

HX reserves the right to omit, alter, or curtail any shore excursions at its sole discretion. HX reserves the right to substitute any vessel in place of the vessel on which you booked passage for any reason, including reasons based on HX's fault, without liability for loss or damage of any kind whatsoever. If a deviation to a cruise is minor, of a kind that the customer should have anticipated occasionally occurring, or the occurrence of which is beyond HX's reasonable control, then HX shall have no obligation to pay a refund to the customer. If a deviation is not minor, or HX cancels a cruise, HX shall provide a refund commensurate with the portion of the trip that did not take place.

**13. CUSTOMER'S AGREEMENT TO ABIDE BY HX REGULATIONS AND CAPTAIN'S ORDERS**

You agree to abide by HX's rules and the ship captain's orders at all times while aboard HX's vessels. HX reserves the right, without liability of any kind, to refuse passage to, disembark, or confine to a stateroom, any customer who may be suffering from any contagious or infectious disease, refuses to obey this Contract or the Captain's orders, endangers the safety of himself or herself, other customers, or crew, or whose presence, in HX's sole discretion, may be detrimental to the comfort, enjoyment, or safety of other customers, the vessel, or the crew.

Each customer may bring aboard the ship a reasonable amount of clothing and personal effects without charge, subject to airline restrictions. However, you must not bring or cause to be brought aboard any HX vessel any of the following items: illegal or controlled substances, fireworks, live animals (except service or guide animals), weapons, firearms, explosives or other hazardous materials, or any other items prohibited by applicable law. You shall not solicit anyone on board for any commercial, professional, or charitable purposes. HX reserves the right to disembark or refuse to embark anyone failing to comply with this provision. In such cases, HX shall have no liability whatsoever to the customer for any refund or any other related loss or expense to the customer and any accompanying customers. In any port or any place, we reserve the right to refuse to take on board and the right to disembark customers who, according to the ship's authorized personnel, may be refused permission to land on new ports of call by local authorities or that may be suffering from a contagious or infectious disease, or whose presence could be detrimental to customers or the crew's welfare. In cases where the ship or individual customers are in quarantine (customers may have to remain in the berth or are instructed by authorized personnel on board if he/she or any other person in the berth shows symptoms of illness or can be regarded as a danger to other customers), we do not have liability for any costs that result, and in such cases there will be no rights to refunds or compensation.

#### **14. COMPLAINTS**

Should you believe that you have grounds to complain about an arrangement, the conditions must be pointed out underway to the applicable travel guide, crew, and/ or representatives of hotels/car hire companies, airlines, etc., who will seek to correct any errors. You are also obliged to minimize your own losses as far as possible. If the incident is not addressed satisfactorily on-site, you may send in a written complaint. Any written complaints must be submitted to the travel agency where the booking was made or directly to HX. The complaint must contain the reservation number and a description of the incident as well as any claims made. HX makes no guarantee of any redress or particular response to any complaints.

#### **15. LIMITATION OF LIABILITY**

Without affecting our specific disclaimers and limitations of liability elsewhere in this Contract, HX's liability is limited to you under this Contract. HX shall not be liable to you for any loss, injury, death, property damage, delay, or harm of any kind caused by or arising from events outside of HX's reasonable control, including but not limited to acts of God, war, piracy, terrorism, civil strife, labor conflicts, weather conditions, perils of the sea, mechanical breakdown, or collisions. In addition to our disclaimer of liability as to your relationship with your Agent set forth above, HX shall not be liable or responsible to the customer in any way for any injury, death, illness, delay, loss, or damage not shown to be caused by HX's negligence or fault. HX is also not liable for damages for emotional distress, mental suffering, or psychological injury of any kind that does not result from a physical injury to the customer, actual risk of physical injury to the customer, or intentionally inflicted by HX.

FOR ALL CRUISES THAT DO NOT EMBARK, DISEMBARK OR CALL IN A UNITED STATES PORT, HX SHALL AT ALL TIMES BE ENTITLED TO ANY AND ALL LIMITATIONS OF LIABILITY, IMMUNITIES, AND RIGHTS SPECIFIED UNDER THE 'CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE AT SEA' OF 1974 (AS AMENDED BY THE 1976 'PROTOCOL TO THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA') (HEREINAFTER 'ATHENS CONVENTION').

In the case of personal injury or death, HX's liability shall not exceed 400,000 Special Drawing Rights ('SDR') per customer per occasion (approximately USD \$ 565,000.00 as of August 26, 2020, which amount fluctuates daily depending on the



exchange rate as printed in the Wall Street Journal). If the personal injury or death was caused by a shipping incident (defined as shipwreck, capsizing, collision or stranding, explosion, fire, or defect in the ship), HX's liability is limited to 250,000 SDR (approximately USD \$ 355,000.00 as of August 26, 2020, which amount fluctuates daily depending on the exchange rate as printed in the Wall Street Journal), but can increase to 400,000 SDR unless HX proves that the shipping incident occurred without HX's fault or neglect. Shipping incidents do not include incidents that result from acts of war, hostilities, civil war, insurance or natural disasters, or that result from intentional acts or omissions of third parties.

HX shall not be liable for money, securities, and other valuables such as gold, silver, jewels, watches, ornaments, financial instruments, and works of art unless HX has received them for safekeeping. HX's liability for loss of or damage to luggage (defined as any article or vehicle carried by HX under a contract of carriage, excluding articles and vehicles carried under a charterparty, bill of lading, or contract primarily concerned with the carriage of goods, and live animals), including any items received for safekeeping, shall not exceed 3,375 SDR (approximately USD \$ 4,800.00 as of August 26, 2020, which amount fluctuates daily depending on the exchange rate as printed in the Wall Street Journal).

HX's liability for loss of or damage to cabin luggage (defined as luggage which the customer has in his or her cabin or is otherwise in the customer's possession, custody, or control), shall not exceed 2,250 SDR (approximately USD \$ 3,200.00 as of August 26, 2020, which amount fluctuates daily depending on the exchange rate as printed in the Wall Street Journal). HX's liability for loss of or damage to vehicles, including all luggage carried in or on the vehicle, shall not exceed 12,700 SDR (approximately USD \$ 18,000.00 as of August 26, 2020, which amount fluctuates daily depending on the exchange rate as printed in the Wall Street Journal).

IN ALL CASES, LOSSES SHALL NOT INCLUDE PUNITIVE OR EXEMPLARY DAMAGES.

#### **16. NOTICE OF CLAIMS AND TIME TO SUE**

HX shall not be liable for any claims for personal injury, death, loss or damage to luggage or personal property, unless suit on such claims is commenced within two years from the date of disembarkation or, in the case of death occurring during the cruise, from the date when the passenger should have disembarked. For all other claims, HX shall not be liable unless suit is commenced within one year from the date of disembarkation.

#### **17. ACKNOWLEDGEMENT OF RISKS**

There are certain unavoidable risks to the customer and the customer's property associated with being aboard a vessel and participating in shore excursions. These include, but are not limited to, rough and unpredictable weather and seas; collisions of ships or other vehicles; illnesses caused by consumption of food and beverages; slip and fall due to the motion of the sea or other causes; lack of access to medical services; civil unrest or terrorism; evacuation of the vessel in an emergency; unpredictable behavior of animals in the wild; and breakdown of equipment. The customer warrants that the customer and any passengers for whom the customer is responsible are fit to travel and warrants that the customer will only engage in those activities that are within the customer's physical ability and experience. The customer agrees to assume all the risks associated with sea travel and shore excursions.

#### **18. NO LIABILITY FOR INDEPENDENT CONTRACTORS**

You may be afforded the opportunity to contract with third parties acting as independent parties for the provision of shipboard personal services and shore excursions. You acknowledge that all shore excursions, tours, airline flights, ground transportation, and hotels are either operated by or are independent contractors. While HX shall be entitled to collect a fee for such services, HX does not supervise or control the actions of these independent contractors or make any representation either express or implied as to their suitability or competence. HX, in arranging such services, does so only as a convenience for the customer and the customer is free to use or not use those services. HX does not assume any responsibility for or guarantee performance of any such independent contractors. HX shall not be liable for any negligent, grossly negligent, or intentional acts or omissions of such independent contractors, nor for any loss, damage,

injury, or delay to the customer or the customer's property in connection with such services.

The fees and costs for shore excursions, tours, airline flights, ground transportation, hotels, or any other services provided by independent contractors which the customer orders but does not use are neither refundable by HX nor exchangeable.

## **19. INDEMNITY FROM DAMAGE**

You and your traveling companions must behave in a manner that is not a nuisance to other passengers and that will not cause safety or practical problems for the cruise or any independent contractors. The customer shall be liable to and shall reimburse HX for all damages or loss to HX's property, including the vessel and its furnishings and equipment, and for all damages or loss to independent contractors and other HX passengers, caused directly or indirectly, in whole or in part, by any act or omission of the customer and those for whom the customer is responsible, whether willful or negligent. The customer shall further indemnify HX and all of its agents or representatives against all liability whatsoever arising from any personal injury, death, damage, delay, or loss caused directly or indirectly, in whole or in part, by any act or omission of the customer and those for whom the customer is responsible, whether willful or negligent.

## **20. TRAVEL DOCUMENTS**

Your specific passport and visa requirements as well as any other immigration requirements are your own responsibility and you must clarify this with the relevant embassies and/or consulates. We do not accept any responsibility in situations where you cannot travel because you do not meet the latest requirements. If you have made independent travel arrangements, you are responsible for boarding the ship in good time, regardless of any changes to the sailing times and dates or travel routes. We cannot refund monies paid to us, or a third party that acts on our or your behalf, or give compensation or make any payments when you, regardless of the reason, do not board the ship. Customers that disembark are responsible for boarding the ship again before departure from the port.

## **21. VALIDITY OF TERMS AND CONDITIONS**

These terms and conditions are valid from the date specified at the beginning of these terms and conditions and the details, including prices and itineraries, are subject to change without notice at the discretion of HX.

HX is not liable or responsible for any typographical errors and/or omissions. Changes may occur after the date of release, and some hotels/ship facilities may become unavailable. We reserve the right to at any time change the travel information and correct any mistakes in HX's brochure.

Should changes be made to the brochure before you have made your booking, we will attempt to advise you thereof before confirmation of bookings. While this publication (including our brochures and/or website) features photography and descriptions of local wildlife, there is no guarantee of sightings.

## **22. PROTECTION OF PRIVACY**

To process your reservation, HX needs some basic information. This includes names, address, any special requirements/dietary requirements, etc. We take all precautions to ensure that the information will not be misused. Nevertheless, we must pass on the necessary information to certain independent contractors that are involved in your travel plans. This applies, for example, to airlines, ships, hotels, and transport companies. The information may also be given to credit companies and government authorities such as customs/immigration, if required. We will never give out this type of information to private individuals or companies that are not directly responsible for part(s) of your trip. This applies particularly to sensitive information that you provide, such as details on any disabilities, special dietary requirements or religious needs. If you do not accept that we pass on such information if required to do so, we reserve the right to reject your booking. Please note that if you make a booking with an agent/travel agency, it is the agent's protection of privacy procedures that will apply. HX shall not be responsible for any third party's protection of your privacy. Should you wish to have a copy of personal information that we have registered about you, you are welcome to

contact us. HX may also contact you by e-mail and/or telephone with news, information, travel offers and marketing surveys. If you do not wish to be contacted for such purposes, please advise us of this by e-mail to: [us.expeditions@travelhx.com](mailto:us.expeditions@travelhx.com) . Please see our privacy policy for further information here <https://www.travelhx.com/en-us/terms/privacy-policy/>

### **23. PHOTOGRAPHS AND VIDEOS OF CUSTOMER**

During the course of your cruise, HX may produce photographic, video, and/or audio-video recordings ('images'), which may be made available to passengers and may also be used by HX in advertising and promoting its products. The customer consents to the making of images including the customer's appearance, words, and voice, while the customer is engaged in the cruise, and grants to HX the irrevocable, perpetual, royalty- free right to use, reuse, publish, republish, and disseminate such images and any copies or derivative works from such images in any manner for promotional and other commercial purposes, in any medium and without restriction as to changes or alterations, or reproductions thereof in color or otherwise. The customer releases and assigns to HX the right or interest the customer may have in images including the customer's appearance and/or voice recorded by HX's employees, agents, or contractors, and waives any rights of any kind in or over such images including rights of compensation, publicity, privacy, copyright, review, inspection, or approval.

### **24. SEVERABILITY**

In the event any paragraph, clause or provision of this Contract is deemed invalid or illegal in any jurisdiction, such paragraph or provision shall be deemed reformed to the extent necessary to render it enforceable, so long as consistent with the basic purpose of the paragraph, clause, or provision. If the paragraph, clause, or provision is not reformable, it shall be deemed severed from this Contract in that jurisdiction only and all remaining provisions shall remain in full force and effect.

### **25. PROTECTION UNITED STATES TOUR OPERATORS ASSOCIATION \$1 MILLION TRAVELERS ASSISTANCE PROGRAM**

HX, as an Active Member of USTOA, is required to post \$ 1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA \$ 1 Million Travelers Assistance Program ([www.Ustoa.com/travelers-assistance](http://www.Ustoa.com/travelers-assistance)), the advance payments of HX customers based in the US in the unlikely event of HX's bankruptcy, insolvency or cessation of business. Please note that per USTOA terms and conditions, there is a deadline by which claims must be filed. Further, you should understand that the \$ 1 Million posted by HX may be sufficient to provide only a partial recovery of the advance payments received by HX. More details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 345 Seventh Avenue, Suite 1801, New York, New York 10001, or by email to: [information@ustoa.com](mailto:information@ustoa.com) or by visiting their website at [www.USTOA.com](http://www.USTOA.com).

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This clause does not apply if you are a resident in a country other than the USA (including Canada or Mexico).

### **26. CONTACT INFORMATION**

Corporation Trust Centre, 1209, Orange Street, Wilmington, Delaware, 19801 Toll Free: +1 (866) 552-0371; [us.expeditions@travelhx.com](mailto:us.expeditions@travelhx.com), <https://www.travelhx.com/en-us/>.