

Cruise Contract

IMPORTANT NOTICE TO GUESTS

THIS CRUISE CONTRACT IS A LEGALLY BINDING DOCUMENT THAT CONTAINS IMPORTANT LIMITATIONS ON THE RIGHTS OF GUESTS TO ASSERT CLAIMS AGAINST CRYSTAL CRUISES, THE SHIP, THEIR AGENTS AND EMPLOYEES, AND OTHERS. PLEASE CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS CONTRACT.

THE GUEST'S ATTENTION IS SPECIFICALLY DIRECTED TO SECTION 1 AND 3 (SCOPE OF CONTRACT), SECTION 4 (PUBLIC HEALTH POLICY), SECTION 9 (LIABILITY LIMITATION FOR BAGGAGE AND VALUABLES), SECTION 16 (LIABILITY LIMITATION FOR INDEPENDENT CONTRACTORS), SECTION 17 (OTHER LIMITATIONS AND DISCLAIMERS OF LIABILITY), SECTION 21 (TIME LIMITATIONS FOR ACTIONS, VENUE, GOVERNING LAW AND MANDATORY ARBITRATION FOR CERTAIN CLAIMS), AND SECTION 22 (WAIVER OF CLASS ACTIONS).

GUESTS ARE ALSO ADVISED TO CAREFULLY READ AND REVIEW SECTION 4 AND CARRIER'S WEBSITE AT WWW.CRYSTALCRUISES.COM WHICH CONTAINS IMPORTANT TERMS, CONDITIONS, POLICIES, PROCEDURES AND REQUIREMENTS RELATED TO PUBLIC HEALTH.

1. INTRODUCTION

The Guest agrees that this Cruise / Cruise Tour Ticket Contract governs the relationship between the Guest and Carrier (as defined in Sections 2(B) and 2(F) below) concerning the Cruise or Cruise Tour covered by this Contract. The Guest agrees that, except as otherwise expressly provided herein, this Contract constitutes the entire agreement between the Guest and Carrier, and shall supersede and exclude any prior written or oral representations or agreements made by anyone relating to the subject matter of this Contract, the Cruise or the Cruise Tour. In the event of a direct conflict between any clause in this Contract and the Cruise Lines International Association ("CLIA") Passenger Bill of Rights ("PBOR"), the CLIA PBOR in effect at the time of booking controls. In addition, Guest acknowledges the availability of, and Guest agrees to abide by any booking terms and conditions, including but not limited to certain payment terms such as minimum deposit requirements and payment due dates, which appear in the applicable Carrier brochure or online at www.CrystalCruises.com (as defined in Sections 2(M) below). In the event of any conflict between such other brochure or Website materials and this Contract, the terms of this Contract shall prevail. This Contract is only valid for the Cruise specified in the accompanying ticket. The terms herein shall be binding upon payment of the Cruise Fare as defined in Sections 2(E) below by the Guest and Guest accepts and agrees to these terms upon boarding even if no payment of the Cruise Fare has been made.

In addition, Carrier's policies and procedures relating to Public Health such as COVID-19 ("Public Health and COVID-19 Policy") and other communicable diseases are described generally in Section 4 and elsewhere herein. Carrier reserves the right to change or modify these policies as required by governmental agencies and health authorities in the U.S. and destinations visited worldwide. Carrier's Public Health and COVID-19 Policy will be updated as needed and is available at Carrier's Website (as defined in Section 2(M) below). In the event of any conflict between the Public Health and COVID-19 Policy

described in this Contract and those described on the Website, the Website policies and procedures shall prevail.

2. DEFINITIONS

(A) "Baggage" means suitcases, valises, satchels, backpacks, bags or bundles and their contents consisting of clothing, clothing accessories, toilet articles, and similar personal effects, including all other personal property of the Guest not in a container.

(B) "Carrier" means the Ship, Crystal Cruises Ltd. and its owners, operators, charterer(s), parents, subsidiaries, affiliates, principals, agents, licensors, joint venturers and all employees, officers, crew members, pilots, and agents of such individuals, companies, and entities.

(C) "Cruise" means the itinerary and all services to be supplied described in the Ticket for the specific cruise covered by this Contract, as the same may be modified and shall include those periods during which the Guest is embarking or disembarking the Ship and those periods when the Guest is on land while the Ship is in port.

(D) "Cruise Tour" means the combined vacation package officially published and offered by Carrier.

(E) "Cruise Fare" or "Cruise Tour Fare" means:

1. the amount paid for the Cruise which includes ocean transportation, Destination Fees, accommodations on board plus nonalcoholic beverages, select wines and liquors, and gratuities for housekeeping, dining and bar staff. Fees or charges for transfers between the airport and the Ship on the day of embarkation and disembarkation are included for full-fare Guests purchasing Crystal Cruises' Optional Air Program described below. Cruise Fare does not include shore excursions, sightseeing or meals ashore, taxes, gratuities, visa fees, laundry or valet service, or any item or service whatsoever of a personal nature, such as medical treatment, expenses incurred on board or ashore in connection with medical treatment, medical condition, or medical debark, massage, spa services or hairstyling for which separate charges may be imposed.
2. Cruise Fare does not include ancillary cruise taxes and fees. Ancillary cruise taxes and fees may include U.S. Customs fees, head taxes, dockage fees, wharfage fees, inspection fees, pilotage, immigration and naturalization fees, Internal Revenue Service fees, environmental fees, as well as fees associated with navigation, berthing, stevedoring, baggage handling/storage, and security services. Fuel surcharges may be added at any time to defray fuel cost increases, even if the Cruise Fare has been paid in full. Cruise Fare does not include miscellaneous charges levied by the air carriers for services, including but not limited to luggage, meals, special seat assignments or any other airline-provided service, which are the Guest's responsibility. Details regarding such fees are available on the individual airlines' websites.
3. Ancillary cruise taxes and fees may be assessed per passenger, per berth, per ton or per Ship.

4. Carrier, at any time, reserves the right to pass on VAT or equivalent government indirect taxes or equivalent to the Guest for certain applicable activities and/or goods purchased on board the Ship by the Guest while the Ship is calling Schengen ports or other jurisdictional waters, if so required by their respective national legislations.
5. All offers may not be combinable with other promotions, apply to first two (2) Guests in guest room or suite, are capacity-controlled, subject to availability and may be changed or withdrawn at any time. Carrier reserves the right to collect the rate in effect at the time of sailing, which may include, but not be limited to, instances where a Guest is on a waitlist and is subsequently confirmed, such confirmation will be subject to Cruise Fares and Optional Air Program costs in effect on the date that the Cruise is confirmed.

(F) "Destination Fees" mean the fees, charges, tolls and taxes imposed on Carrier by governmental or quasi-governmental authorities as well as third party fees and charges arising from a ship's presence in a harbor or port.

(G) "Guest" shall include the plural where appropriate and means all persons or entities booking or purchasing passage and/or traveling under this Contract, including heirs, representatives, and any accompanying minors. The masculine includes the feminine. "Guest" shall have the same meaning as "Passenger" in this Contract. The Ticket is valid only for the Guest or Guests named on the Ticket for the date and Ship indicated. It may not be sold or transferred.

(H) "Land Tour" shall mean the tour portion of Cruise Tour to be provided either prior to the initial embarkation on the Cruise or after the final debarkation from the Cruise.

(I) "Ship" means the ship owned or chartered or operated by Carrier on which Passenger may be traveling or against which Passenger may assert a claim, as well as any substituted ship used in the performance of this Ticket.

(J) "Ticket" or "Contract" means the ticket, including the terms and conditions which are set out in this document, issued by Crystal Cruises and accepted by Guest which form the contract for the Cruise.

(K) "Travel Advisor" means a person, persons or entity engaged in selling and arranging transportation, accommodations, tours, or trips for travelers.

(L) "Valuables" shall include, but is not limited to, breakable items, jewelry, watches, money, precious stones and metals, securities, checks, other financial instruments and/or tickets.

(M) "Website" means www.CrystalCruises.com.

3. NON-TRANSFERABILITY AND BINDING EFFECT

Purchase or use of this Contract, whether or not acknowledged by the Guest or accepted by the Guest's Travel Advisor on their behalf, regardless of the Guest's age, whether the Guest purchased the Contract on his or her own behalf, and/or whether the Contract has been held and/or presented by another person on behalf of the Guest shall constitute the agreement to the terms and conditions of the Contract by Guest, on behalf of himself or herself and all other persons traveling under this Contract (including any accompanying

minors or other persons for whom the Ticket was purchased), to be bound by the terms and conditions of this Contract. No person other than the person(s) named in the Contract can use the Contract without the express written agreement of Carrier. The Guest represents and warrants that he or she is duly authorized by and on behalf of all Guests (including accompanying minors) named on the Ticket to agree to all terms and conditions of the Contract and to bind all such Guests to such terms and conditions. The Ticket is valid only for the Guest named on the Ticket for the date (the "Sailing Date") and Ship indicated. It may not be sold, assigned or transferred. In addition, Guest acknowledges the availability of, and Guest agrees to abide by the terms and conditions, including but not limited to certain payment terms such as minimum deposit requirements and payment due dates, which appear in the applicable Carrier brochure or online at the Website. In the event of any conflict between such other brochure or Website materials and this Contract, the terms of this Contract shall prevail. This Contract is only valid for the Cruise specified in the accompanying ticket. The terms herein shall be binding upon payment of the Cruise Fare by the Guest and Guest accepts and agrees to these terms upon boarding even if no payment of the Cruise Fare has been made. The rights, defenses, immunities and limitations of liability set forth herein shall inure to the benefit of Carrier and all concessionaires, independent contractors or other service providers; and affiliated or related companies, parents, subsidiaries, successors, assigns or fictitiously named entities; all suppliers, shipbuilders, component part manufacturers; and its or their owners, operators, managers, charterers, agents, pilots, officers, crew and employees. This Contract cannot be modified except in a writing signed by a corporate officer of Carrier.

4. PUBLIC HEALTH AND COVID-19 POLICY; ACCEPTANCE OF RISK

(A) Consultation with Physician Prior to Travel.

GUESTS ARE ENCOURAGED TO DISCUSS THE ADVISABILITY OF TRAVEL WITH THEIR PHYSICIAN AND TO GUESTS ARE ADVISED TO CHECK WITH THEIR TRAVEL ADVISOR AND WITH THE APPROPRIATE GOVERNMENTAL AUTHORITY TO DETERMINE THE NECESSARY DOCUMENTS, TRAVEL ELIGIBILITY REQUIREMENTS AND HEALTH ADVISORIES FOR THEIR PARTICULAR CRUISE. INDIVIDUALS WITH UNDERLYING MEDICAL CONDITIONS, REGARDLESS OF AGE, WHO ARE, OR MAY BE, AT INCREASED RISK OF SEVERE ILLNESS FROM COMMUNICABLE DISEASES AND HIGHLY CONTAGIOUS ILLNESSES SUCH AS COVID-19., MAY BE AT A HIGHER RISK FOR SEVERE ILLNESS WHICH RISK MAY INCREASE WITH ADVANCING AGE. GUEST ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT WHILE ABOARD THE SHIP, IN TERMINALS AND BOARDING AREAS, OR DURING ACTIVITIES ASHORE AND/ OR WHILE TRAVELING TO OR FROM THE SHIP, THE GUEST OR OTHER GUESTS MAY BE EXPOSED TO COMMUNICABLE ILLNESSES, CONTAGIOUS DISEASES, PANDEMICS AND EPIDEMICS, INCLUDING BUT NOT LIMITED TO, COVID-19, INFLUENZA, COLDS AND NOROVIRUS. GUEST FURTHER UNDERSTANDS AND ACCEPTS THAT DUE TO THE NATURE OF SPREAD OF COMMUNICABLE AND HIGHLY CONTAGIOUS DISEASES SUCH AS COVID-19, THE RISK OF EXPOSURES TO THESE COMMUNICABLE ILLNESSES OR CONTAGIOUS DISEASES IS INHERENT IN MOST ACTIVITIES WHERE PEOPLE INTERACT OR SHARE COMMON FACILITIES, ARE BEYOND CARRIER'S CONTROL, AND CANNOT BE ELIMINATED UNDER ANY CIRCUMSTANCES. GUEST KNOWINGLY AND VOLUNTARILY ACCEPTS THESE RISKS AS PART OF THIS CONTRACT, INCLUDING THE RISK OF SERIOUS ILLNESS OR DEATH ARISING FROM SUCH EXPOSURES, AND/OR ALL RELATED DAMAGES, LOSS, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER.

(B) Agreement to Abide by Current Public Health and COVID-19 Policies and Procedures. Carrier's COVID-19 Policies have been developed with input from medical, science and public health experts and guidance from international, national, and regional health authorities, including the CDC and local health agencies when the Ship is within that agency's jurisdiction. Guest acknowledges that these directives may change from time to time and that Carrier's COVID-19 Policies may therefore change. GUEST EXPRESSLY AGREES TO COMPLY NOT ONLY WITH THE COVID-19 POLICIES AS THEY ARE DESCRIBED HEREIN, BUT ALSO AS THEY ARE SET FORTH ON CARRIER'S COVID-19 POLICY WEBPAGE, AT ALL TIMES INCLUDING PRE-EMBARKATION, WHILE ON BOARD, AT PORT CALLS AND DURING SHORE EXCURSIONS AND/OR FINAL DISEMBARKATION. In case of any conflict between the Public Health and COVID-19 Policy described herein or on Carrier's Website, the Website controls and Guest's agreement to abide by the Website constitutes an integral part of this Contract. Guest agrees that COVID-19 Policies will also apply to any and all COVID-19 variants and any potential new diseases, viruses or other illnesses not yet unknown.

(C) COVID-19 Policy.

Guest acknowledges and understands that Carrier's COVID-19 Policy may or will include, but will not be limited to: (1) providing an accurate, truthful and complete health questionnaire for each Guest in a form containing any and all health or travel-related questions as required by Carrier in its sole discretion based on advice received from relevant government or health authorities or medical experts prior to boarding; (2) pre-embarkation and/or periodic testing and temperature checks of each Guest followed by a period of isolation until test results are available; (3) modified capacity rules for activities (including but not limited to restaurants, gyms, and entertainment events on board and for shore excursions) which may limit or eliminate the ability of Guest to participate in particular activities; (4) mandatory use by each Guest (except for children under the age of 2 years) of face coverings in most locations outside of the Guest's cabin while on board, during embarkation, disembarkation and shore excursions; (5) mandatory social distancing of Guests at any/all times while on board and during embarkation, disembarkation, and shore excursions; (6) additional restrictions during shore excursions depending on local conditions, including but not limited to denial of disembarkation at destinations unless participating in only Carrier-approved shore excursions; (7) mandatory hand-sanitizing by Guest upon entry or exit of any public areas; (8) confinement of Guests to cabins, quarantine or emergency disembarkation of Guest if, in Carrier's sole discretion, such steps are necessary to prevent or slow the spread of COVID-19; (9) the required completion by Guest in a timely manner of any written authorizations or consent forms required for Carrier to carry out its COVID-19 Policies (including but not limited to medical information, medical privacy, or personal data privacy consent forms); (10) vaccination of Guests with documentary proof satisfactory to Carrier, according to Carrier's COVID-19 Policy in effect at the time of sailing; and (11) other policies and procedures deemed by Carrier in its sole discretion to be necessary to reduce the risk of spread of COVID-19.

(D) Mandatory Compliance with COVID-19 Policy.

Notwithstanding any other provision in this Contract or in Carrier's refund policy, any noncompliance by Guest or members of Guest's travelling party with Carrier's COVID-19 Policy or this Contract shall be grounds for refusal to board, refusal to re-board after going ashore, quarantine on board the Ship, disembarkation, reporting to governmental or

health authorities, or other steps deemed necessary in Carrier's sole discretion under the circumstances to protect the health and well-being of others. Under these circumstances, Guest shall not be entitled to a refund or compensation of any kind. Guest will be responsible for all related costs and fines, including without limitation travel expenses and for proper travel documentation for any port, or for departure from or arrival to the U.S. Under no circumstances shall Carrier be liable for any damages or expenses whatsoever incurred by any Guest as a result of such denial of boarding, refusal to re-board, quarantine, disembarkation, or other steps taken by Carrier.

(E) Guest Testing Positive for Communicable and/or Contagious Illnesses, including COVID-19 Pre-Cruise.

Guest agrees that if at any time within 14 days prior to embarkation, Guest tests positive for COVID-19, exhibits signs or symptoms of COVID-19, has had close contact with a person confirmed or suspected as having COVID-19, or Carrier otherwise determines in its sole discretion that Guest is unfit to board because of any communicable illness, Carrier will deny boarding to such Guest. For Guest should purchase travel insurance to cover any and all expenses whatsoever relating to a cancellation of the Cruise. Under no circumstances shall Carrier have any liability for any compensation or other damages whatsoever arising from or relating to testing positive for any communicable illness, including but not limited to the Cruise Fare and compensation for lodging or travel.

(F) Guest Testing Positive for COVID-19 During Cruise.

Guest understands and agrees that if, after boarding, and even if Guest has fully complied with Carrier's COVID-19 Policy, Guest tests positive for any communicable disease or highly contagious illness such as COVID-19 or exhibits signs or symptoms of same, Carrier may disembark, refuse reboarding after a shore excursion, or quarantine Guest as well as members of Guest's travelling party, or take other steps which Carrier determines, in its sole discretion, are necessary under the circumstances to protect the health and well-being of others. Guest should purchase travel insurance to cover any and all expenses relating to any disembarkation, refusal of reboarding after a shore excursion, or quarantine during the Cruise. Each such Guest is responsible for all other related costs and fines, including without limitation any and all travel expenses. Under no circumstances shall Carrier be liable to any such Guest for any costs, damages or expenses whatsoever incurred by any Guest.

5. EMBARKATION, CRUISE DOCUMENTS AND GUEST OBLIGATIONS

(A) Embarkation Time and Inoculations. The Guest is required to be on board the Ship on the day of Guest's Cruise at least two (2) hours before departure time. At the time of embarkation, the Guest is responsible for having received all medical inoculations necessary for the Cruise as required by Section 14(B). See also Section 4(C) above.

(B) Cruise Documents and Eligibility to Travel. Guests are advised to check with their Travel Advisor and with the appropriate government authority to determine the necessary documents and travel eligibility requirements for their particular cruise. The Guest must have in his or her possession the Ticket, valid passport, visas and other documents necessary for the scheduled ports of call and disembarkation. Passports must be valid for six (6) months following the scheduled disembarkation date. If the Guest does not have proper travel documentation, he or she will not be allowed to board the Ship. THE GUEST SHALL INDEMNIFY CARRIER FOR ALL PENALTIES, FINES, CHARGES, LOSSES AND

EXPENSES IMPOSED UPON OR INCURRED BY CARRIER DUE TO THE GUEST'S FAILURE TO HAVE PROPER DOCUMENTATION OR OTHERWISE COMPLY WITH APPLICABLE LAW OR REGULATIONS OF ANY KIND. Any stamps on tickets, customs, excise or other taxes or fines on the Guest or Carrier resulting from the Guest's conduct, embarkation expenses, and all expenses of such a nature are to be paid by the Guest. If the Guest is denied boarding for failure to comply with the requirements of this section, Carrier shall not be liable to refund the Guest's Cruise Fare or for any other damages or expenses whatsoever.

(C) Guest Obligations. Guest acknowledges receipt of this Contract, Carrier's Website and travel information and agrees to abide by the terms and conditions of not only this Contract, but also the information and policies on Carrier's Website.

6. CANCELLATION BY GUEST OF CRUISE OR CRUISE TOUR; REFUNDS

(A) Guest Cancellations. Cruise bookings that are cancelled by Guest prior to the sail date, and Cruise Tour bookings that are cancelled by Guest prior to the first day of the Cruise Tour, may be subject to a Cancellation Fee. The amount of the fee shall be determined as shown in the table below in Section 6(C) and shall vary depending on how far in advance of the sail date (or first day of the Cruise Tour) Carrier receives notice of cancellation. If a cruise or Cruise Tour booking is cancelled, Destination Fees or any Fuel Supplement Charges shall be refunded. Guest cancellation request is effective when received by Carrier.

(B) Guest Cancellations of Land Tour Portion of Cruise Tour. Guests who convert their Cruise Tours to a cruise only booking within ninety (90) days of the start date of the tour segment of the Cruise Tour will be subject to a cancellation charge. The amount of that charge varies depending on the location of the Cruise Tour and/or its length. For the specific amount of the charge, visit Carrier's Website.

(C) Cancellation Fees. Except as otherwise expressly provided herein, no refunds will be made in the event of "no shows", unused tickets, lost tickets, partially used tickets, or cancellations received late or after the start of the Cruise. Carrier strongly recommends the purchase of trip cancellation insurance that includes coverage for travel cancellation or interruptions related to public health concerns such as COVID-19. Cancellation charges for individual bookings will be assessed as listed below. For cancellation charges related to group bookings, partial ship charters or full ship charters refer to your charter contract or group booking agreement for terms and conditions.

For Cruises of 39 days or less

If cancellation is made

Days prior to first date of service	Cancellation fee
121+ days	\$250 Administration Fee*
120-91 days	25% Fee
90-76 days	50% Fee

Days prior to first date of service	Cancellation fee
75-51 days	75% Fee
50 days	100% Fee

For Cruises of 40 days or longer

If cancellation is made

Days prior to first date of service	Cancellation fee
151+ days	\$200 Administration Fee*
150-121 days	25% Fee
120-91 days	50% Fee
90-61 days	75% Fee
60 days	100% Fee

These cancellation fees are subject to change without notice. In the event of any conflict between the cancellation fees described herein and those described on Carrier's Website, the Website cancellation fees shall prevail.

* Administration Fee can be used toward a future booking sailing within two (2) years of the cancellation date.

(D) Method of Refunds to Guests or Guest's Travel Advisor. If Carrier received payment via credit card and a refund is owed, the refund will be made to that credit card. If Carrier received payment from Guest's Travel Advisor and a refund is owed, the refund will be provided back to Guest's Travel Advisor, except for those payments made by credit card, in which case the amount of the refund will be credited directly to the cardholder's account. Any inquiries concerning refunds from Travel Advisors must be made by the Guest to the Travel Advisor. Some Travel Advisors may, at their discretion, withhold a cancellation fee. Carrier is not responsible for the receipt by the Guest of refund monies refunded to Guest's Travel Advisor, except for those refunds made to credit cardholder's account. Any refund made by Carrier to a Travel Advisor on behalf of the Guest is considered, for purposes of this Contract, as being the same as payment to the Guest, whether or not the Travel Advisor delivers the refund money to the Guest.

(E) Cancellations or Early Disembarkation Relating to Public Health Concerns. The terms of Section 6 apply unless a different refund policy applies as a result of a public health emergency or government order cancelling Guest's Cruise or delaying boarding the Ship by three (3) days or more. In that case the refund policy described in Sections 4(E) and 4(F) shall apply. Please see also Carrier's refund Policies at Carrier's Website.

7. GUEST'S TRAVEL ADVISOR

Guest acknowledges and confirms that any Travel Advisor used by the Guest in connection with booking and/or the issuance of this Contract, or for any related or incidental air or ground transportation or excursions, acts solely on behalf of the Guest and is for all purposes deemed the agent of the Guest. Guest acknowledges that Carrier is not responsible for the financial condition, integrity or any actions of any such Travel Advisor. If the Travel Advisor fails to remit to Carrier any money paid by the Guest to the Travel Advisor, the Guest remains liable for the Cruise Fare or Cruise Tour Fare due to Carrier, regardless of when Carrier demands the payment. Carrier shall not be liable for any representation made by Guest's Travel Advisor. Issuance and validity of Contract is conditional upon final payment being received by Carrier prior to sailing. Any refund made by Carrier to an agent on behalf of Guest shall be deemed payment to Guest, regardless of whether the monies are delivered by the agent to Guest. Guest understands and agrees that receipt of this Contract or any other information or notices by Guest's Travel Advisor shall be deemed receipt by the Guest as of the date of receipt by Guest's agent.

8. BAGGAGE LIMITS AND OTHER REQUIREMENTS, VALUABLES AND PROHIBITED ITEMS

(A) Baggage Limits and Other Requirements. Carrier does not undertake to carry as Baggage any tools of trade, household goods, fragile or valuable items, precious metals, jewelry, documents, negotiable instruments, or other Valuables, including but not limited to those specified in 46 United States Code § 30503 except as provided in Sections 8(C) below. Each Guest is permitted to carry on board the Ship or check-in without charge the wearing apparel and personal effects reasonably necessary for the Cruise, including suitcases, trunks, valises, satchels, and bags containing clothing and hangers, toiletries and similar items, subject to airline restrictions. Guests are encouraged to contact individual airlines for weight limitations. All Baggage must be securely packed and distinctly labeled with the Guest's full name, the name of the Ship, the Guest's guest room number and the sailing date. All checked Baggage must be locked. Under no circumstances will Baggage be stored on board without the owner being on the Ship. Carrier reserves the right to inspect all Baggage for the safety and security of the Ship and deny any such Baggage it deems unreasonable or unsafe.

(B) Valuables. Guest must personally carry Baggage containing Valuables at all times, including, but not limited to, on and off the Ship. Guest should not give Baggage containing Valuables to anyone, including, but not limited to, porters, Ship personnel or anyone else who is not known personally to the Guest, regardless of any assurances given to Guest that it is safe to do so, including, but not limited to, during transit to and from the airport, arrival at the Ship, boarding and checking into Guest's guest room or suite, or at any other time while traveling. Baggage containing Valuables is always the full and sole personal responsibility of the Guest and may not be included with checked Baggage. Guests are personally responsible for their Baggage containing Valuables throughout the travel process and should personally ensure that their Valuables are carried to their guest rooms or suites and stored appropriately in the guest room or suite safe or in the Ship safe available at the front desk. Carrier is not responsible for loss of or damage to any Valuables.

(C) Prohibited Items. In no event shall any Guest bring on board the Ship or check-in, or in connection with the Land Tour, any illegal controlled substances (including medical marijuana), fireworks, live animals (except under the terms of Section 13(D) below), drones, weapons, firearms, explosives or other hazardous materials, or any other items

prohibited by applicable law or Carrier policy. Marijuana possession and/or use, including medical marijuana, and possession or use of any illegal drugs, is strictly prohibited in many jurisdictions visited by the Ship and at all times while on the Ship, 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. Guests who violate the laws of any jurisdiction are subject to being reported to law enforcement or customs authorities, arrest and prosecution. Guests 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. Guest shall have no claim for refund, loss, damage, inconvenience, or compensation whatsoever under any of these circumstances. Guest 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 on board the Ship. Carrier reserves the right to refuse to permit any Guest to take on board the Ship any item Carrier deems inappropriate.

9. LIMITATION OF LIABILITY FOR LOSS OF, OR DAMAGE TO, GUEST'S PROPERTY

(A) Liability for Loss of or Damage to Baggage. Unless negligent, Carrier is neither responsible nor liable for any loss of or damage to Guest's property, whether contained in Baggage or otherwise. If a Guest travels by air or other transportation, the terms and conditions of the airline or other transportation provider apply to the Guest's carriage on those conveyances, and Carrier shall have no liability for loss or damage to Baggage, Valuables and other personal belongings arising out of, or related to, or in connection with such air or other travel. Personal belongings lost while unattended in public lounges or other public areas, whether on board the Ship or elsewhere, are not reimbursable. Losses or damages due to ordinary wear and tear, perils of the sea, acts of God, or any other cause beyond Carrier's control are not reimbursable. Should Guest's Baggage or Valuables be located in lost and found, Guest's shall pay for them to be shipped at the location of Guest's choice at Guest's expense.

(B) Limitation of Liability for Lost or Damaged Property. NOTWITHSTANDING ANY OTHER PROVISION OF LAW OR THIS AGREEMENT, CARRIER'S LIABILITY FOR LOSS OR DAMAGE TO PROPERTY DURING THE LAND TOUR PORTION OF A CRUISE TOUR IS LIMITED TO \$250.00 PER GUEST. NOTWITHSTANDING ANY OTHER PROVISION OF LAW OR THIS AGREEMENT, CARRIER'S LIABILITY FOR LOSS OR DAMAGE TO PROPERTY DURING THE CRUISE (OR DURING THE CRUISE ONLY PORTION OF A CRUISE TOUR) SHALL BE LIMITED TO \$250.00 PER GUEST, UNLESS GUEST PROVIDES A DECLARATION OF THE TRUE VALUE OF SUCH PROPERTY IN WRITING TO CARRIER AT THE ADDRESS SPECIFIED IN SECTION 31 BELOW AND PAYS CARRIER WITHIN 10 DAYS OF FINAL PAYMENT FOR THE CRUISE A SUM EQUAL TO 5% OF THE AMOUNT IF SUCH VALUE EXCEEDS \$250.00. IN SUCH EVENT, CARRIER'S LIABILITY SHALL BE LIMITED TO ITS TRUE DECLARED VALUE, BUT SHALL NOT EXCEED \$1,000. ALL SETTLEMENTS WILL BE MADE ON THE BASIS OF ACTUAL CASH VALUE (REPLACEMENT COST, LESS DEPRECIATION) TO THE EXTENT OF THE \$250.00 LIMIT OF LIABILITY OF CARRIER. CLAIMS FOR DAMAGED ITEMS WILL BE SETTLED BASED ON COST OF REPAIR. NO AMOUNT SHALL BE PAID IN SETTLEMENT OF ANY CLAIM WITHOUT PROOF OF THE ACTUAL CASH VALUE, OR REPAIR COST, AS APPLICABLE, ARISING FROM THE LOSS OR DAMAGE. SUCH PROOF MUST BE SENT TO CARRIER AT THE ADDRESS SPECIFIED IN SECTION 31 BELOW. CARRIER'S LIABILITY MUST ALSO BE PROVEN BEFORE ANY SETTLEMENT WILL BE PAID

(C) Limitation of Liability for Storage of Valuables. Carrier provides safekeeping for Valuables aboard the Ship and encourages Guests to deposit any jewelry or other Valuables brought aboard the Ship with the Reception Desk staff who will issue a receipt for same. Carrier provides an in-room personal safe for Guest's convenience. HOWEVER, CARRIER SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY LOSS OF OR DAMAGE TO VALUABLES STORED IN THE IN-ROOM SAFE. ALL REPORTED VALUABLES SHALL BE DELIVERED TO THE RECEPTION DESK FOR SAFEKEEPING AND A RECEIPT ISSUED. THE VALUE OF ARTICLES DELIVERED FOR SAFEKEEPING SHALL ALSO BE DEEMED NOT TO EXCEED U.S.D. \$250.00 UNLESS THE GUEST DECLARES IN WRITING THE ARTICLES DELIVERED ARE OF A HIGHER VALUE AND PAYS 5% OF THE EXCESS OF THE AGREED AMOUNTS AS SET FORTH IN SECTION 9(B) ABOVE AND CARRIER'S LIABILITY FOR THE REPORTED VALUABLES SHALL BE LIMITED TO THE AMOUNTS SET FORTH IN 9(B) ABOVE.

10. CANCELLATION, SUBSTITUTION OR CHANGE OF ITINERARY BY CARRIER

(A) Cancellation. Except as otherwise noted herein, Carrier may for any reason at any time without prior notice, cancel this Contract prior to sailing, at the port of embarkation or at any time during the Cruise and shall, unless such cancellation is an Event Beyond Our Control as defined in Section 10(C), thereupon return to the Guest, if the Contract is completely canceled, Guest's Cruise Fare that has been paid up to the date of cancellation, or, if the Contract is partially canceled, a proportionate part thereof. Under such circumstances, Carrier shall have no further liability for damages or compensation of any kind. In the event a Cruise is terminated early for a mechanical failure, Guest is also entitled to transportation to the Ship's scheduled port of disembarkation or Guest's home city and any necessary lodging at the unscheduled port of disembarkation, if required, at Carrier's discretion and expense.

(B) Substitution or Change of Itinerary. Carrier may change the duration and/or itinerary of the Cruise at any time without previous notice. The Guest agrees that Carrier has the sole discretion and liberty to direct the movements of the Ship, including the right to: proceed without pilots and tow, and assist other ships in all situations; deviate from the purchased Cruise or the normal course for any purpose, including, without limitation, the health and safety in the interest of Guests or of the Ship (including the outbreak of any communicable disease), or to save life or property; put in at any unscheduled or unadvertised port; cancel any scheduled call at any port for any reason and at any time before, during or after sailing of the Ship; omit, advance or delay landing at any scheduled or advertised port; return to port of embarkation or to any port previously visited if Carrier deems it prudent to do so; substitute another ship or port(s) of call without prior notice and without incurring any liability to the Guest on account thereof for any loss, damage or delay whatsoever, whether consequential or otherwise, except as may be required by applicable law.

(C) Cancellation for Cruise that Is Hindered or Prevented from Occurring. Except as provided in Section 10(A) with respect to mechanical failures, Section 4(E) and (F) for Public Health, including COVID-19 concerns, or as required by federal regulations, if the performance of the proposed Cruise is hindered or prevented (or in the opinion of Carrier or the Master is likely to be hindered or prevented) by war, hostilities, blockage, ice, labor conflicts, adverse weather conditions, strikes on board or ashore, restraint of Princes, Rulers or People (including but not limited to orders by governmental agencies restricting travel due to declared pandemics, public health emergencies or outbreak of communicable disease, quarantines, national or regional emergencies) seizure under

legal process, breakdown of the Ship, congestion, search and rescue, medical emergency, docking difficulties or any other cause whatsoever or if Carrier or the Master considers that for any reason whatsoever, proceeding to, attempting to enter, or entering or remaining at the port of Guest's destination may expose the Ship to risk or loss or damage or be likely to delay her (each an "Event Beyond Our Control"), the Guest and his baggage may be landed at the port of embarkation or at any port or place at which the Ship may call, at which time the responsibility of Carrier shall cease and this Contract shall be deemed to have been fully performed, or if the Guest has not embarked, Carrier may cancel the proposed Cruise without liability to refund Cruise Fare paid in advance.

1. (Notwithstanding the foregoing, for Guests embarking a cruise at a United States port, should Guest's cruise be (i) cancelled or (ii) delayed for more than three (3) calendar days with Guest electing not to travel on the delayed cruise, and Guest declines to accept a future cruise credit as a result of the cancellation or delay, Guest is entitled to a refund of the cruise fare paid and any ancillary services booked directly through Carrier (including Destination Fees) for the cancelled or delayed cruise.
2. In order to claim such a refund, Guest must submit their request by email to info@crystalcruises.com no later than ninety (90) days after the originally scheduled embarkation date of the cancelled/delayed cruise. Carrier will review the refund request and respond by email within one hundred eighty (180) days of the date the claim is made.

11. CARRIER'S RIGHT TO INCREASE FARES AND INCREASE OR ESTABLISH CHARGES FOR GOODS AND SERVICES

(A) Fare Increases. Carrier reserves the right to increase published fares and air fare supplements without prior notice except fully paid or deposited Guests will be protected, excluding fares listed, quoted, advertised or booked in error, fuel supplements, Destination Fees, other surcharges and changes to deposit, payment and cancellation terms/conditions, which are subject to change without notice. In the event that a Cruise Fare listed, quoted or advertised through any website, Carrier's sales person, Travel Advisor or any other source is booked but is incorrect due to any error, including but not limited to, electronic, typographical, human or any other error, causing the Cruise Fare to be listed, quoted or advertised for an amount not intended by Carrier, Carrier reserves the right to correct the error by requesting the Guest to pay the correct fare, or by canceling the Cruise in exchange for a full refund, but in no event shall Carrier be obligated to honor any such erroneous booking or otherwise be liable in such circumstances.

(B) Establish or Increase Charges for Goods and Services. Guest agrees and Carrier may, at any time and without notice, impose charges for, increase charges for, decrease charges for, and/or eliminate goods and services and charges for same, that may or may not have been included in Guest's Cruise Fare, without liability to Carrier. The goods and services offered or available during the Guest's Cruise or Cruise Tour, may differ from goods and services previously offered or available on prior cruises and/or in advertising on Carrier's Website, in commercials, in other printed media, and/or in prior verbal discussions.

12. CARRIER'S RIGHT TO CHANGE GUEST ROOM OR SUITE ASSIGNMENTS AND PERFORM REPAIRS OR CONSTRUCTION

(A) Guest Room or Suite Assignments Are Subject to Change.

Specific guest room and suite assignments are not guaranteed. Carrier reserves the right to move Guests to a comparable guest room or suite for any reason, including but not limited to, instances in which a stateroom is booked with fewer than the maximum number of Guests the guest room or suite can accommodate; or when a partial Guest cancellation occurs and the remaining number of Guests do not match the maximum number of Guests the guest room or suite can accommodate; or when an able-bodied Guest is booked in a guest room or suite intended for Guests with disabilities.

(B) Right to Perform Work on the Ship.

Carrier reserves the right to periodically perform work and repairs and/or construction on the Ship to alter, amend or remove any appurtenance, amenity, or facility on the Ship. Guest acknowledges that such repairs, alterations, amendments or removal of any appurtenance may occur during Guest's Cruise and that Carrier shall not be liable to Guest for a refund, of any portion of the Cruise Fare, full, partial or otherwise, nor shall Guest have any legal or equitable cause of action relating thereto.

13. ACCEPTANCE OF RISKS; SAFETY; SPECIAL NEEDS; PREGNANCY; INFANTS AND MINORS

(A) Acceptance of Risks and Availability of Medical Care. The Guest admits a full understanding of the character of the Cruise and the Ship and assumes all risks incident to travel and transportation and handling of Guests and Baggage. While at sea or in port the availability of medical care may be limited or delayed. Guest acknowledges that all or part of Guest's Cruise may be in areas where medical care and evacuation may not be available. Guest agrees to indemnify and reimburse Carrier in the event Carrier elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging in connection therewith. Guests who embark in violation of the Contract terms assume all associated risks and agree to indemnify and reimburse Carrier for all resulting losses, costs and expenses, including without limitation those related to the Ship's deviation from its scheduled route, and other expenses attributable to disembarkation of such Guests. Guests are further advised to refer to Sections 4, 17(F), and 18(D) which specifies their responsibilities and obligations in these situations. Guests are encouraged to contact their treating physician to discuss their health concerns, including pregnancy and COVID-19, before traveling.

(B) Guest Safety. Carrier endeavors at all times to exercise reasonable care for Guests' comfort and safety on board its Ships. However, Carrier cannot guarantee freedom from all risks associated with war, terrorism, crime, health risks or other potential sources of harm. Carrier's ships visit numerous ports in a number of countries. Guests assume responsibility for their own safety and Carrier cannot guarantee Guest's safety at any time. The United States Department of State, CDC and other governmental and tourist organizations around the world regularly issue advisories and warnings to travelers and Carrier strongly recommends that Guest obtain and consider such information from any applicable governmental authority when making travel decisions concerning Guest's Cruise. Carrier assumes no responsibility for gathering such information.

(C) Special Needs. In addition to the specific representations required of Guest regarding COVID-19, Guest warrants that Guest and Guest's travelling party are physically and emotionally fit to travel at the time of embarkation, and further warrants that such Guests

have no medical or emotional condition that would endanger any Guest or crewmembers or result in a deviation of the Cruise. Any Guest with special medical, physical, or other needs requiring medical attention or special accommodation during the Cruise is requested to notify Carrier in writing at the time of booking of such special need. Upon booking the Cruise, Guests who have special needs are requested to contact Carrier's Onboard Guest Services to discuss the details of their special needs. Carrier recommends that any Guest who is not self-sufficient should travel with a companion who shall take responsibility for any personal assistance needed during the Cruise because Carrier does not provide personal care assistance to Guests. All Guests must be able to provide for their own, or arrange for, personal care and the Ship's crew will not provide any assistance with such personal tasks. Guest acknowledges and understands that certain international safety requirements, shipbuilding standards, and/or applicable regulations involving design, construction or operation of the Ship may restrict access to facilities or activities for persons with mobility, communication or other impairments or special needs. Guests requiring the use of a wheelchair must provide their own wheelchair as wheelchairs carried on board are for emergency use only. For the convenience and comfort of such Guests, they are strongly encouraged to bring a collapsible wheelchair. Motorized scooters must not exceed 22" in width. Carrier reserves the right to limit the number of scooters on board. Guests are advised that standard cabins are not designed to be barrier free and wheelchair accessible.

(D) Service Animals. Carrier understands a service animal to be any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Many ports of call have strict entry requirements for animals, and Guest must ensure that their service animal complies with all requirements of each destination. Carrier is not responsible for Guest's inability to visit a port of call due to the Guest's failure to comply with any such entry requirements. Crystal shall not be responsible for the care and feeding of the service animal. Animals that are not trained to do work or perform tasks are not considered to be service animals. Emotional support animals, which provide emotional support, well-being, comfort, or companionship to an individual with disabilities but are not trained to do work or perform tasks, are not considered to be service animals. Guest agrees to accept responsibility and reimburse Carrier for any loss, damage or expense whatsoever related to the presence of any service animal brought on board the Ship.

(E) Pregnancy. Pregnant women who will enter the 24th week or more of estimated fetal gestational age at any time during the Cruise or Cruise Tour will be ineligible to sail and agree not to book the Cruise or board the Ship under any circumstances. Carrier reserves the right to request a letter from Guest's physician attesting to Guest's fitness to travel, but requesting such letter does not waive Carrier's right to disembark or refuse to embark Guest as set forth herein.

(F) Infants and Minors. No infants under six (6) months shall be booked on a cruise or cruise tour, nor brought on board the Ship by any Guest under any circumstances, and Carrier reserves the right to restrict the number of those Guests under three (3) years of age aboard the Ship. Any Guest under the age of 18 shall be considered a minor and must travel with a parent or legal guardian or such other person as may be permitted by Carrier's policies. Unwed, unrelated couples must be eighteen (18) or over to be booked in

the same guest room or suite. In addition, if the adult accompanying this child is not a parent, a "Parental Consent Guardianship Form" must be signed by a parent or legal guardian and received by Carrier at least thirty (30) days prior to sailing. Guests under the age of eighteen (18) must be in a guest room either with a parent or a guardian over twenty-one (21) years of age. No one under the age of eighteen (18) is permitted to participate in any monetary-based games of chance (including Bingo) on board. When accompanying a minor or minors on the Ship, the adult Guest agrees, for all purposes, to accept and maintain full responsibility for supervising and ensuring the safety and health of such minor(s) and to bear full responsibility for the actions of such minor(s). Guest further ensures such minor(s) shall abide by the provisions of this Contract, all shipboard rules and regulations including Carrier's COVID-19 Policy, and all applicable laws. The adult Guest further agrees that Carrier is not liable for injury to minor(s) in the adult Guest's supervision arising from the willful or negligent acts or omissions of other Guests or persons who are otherwise not acting on behalf of Carrier. The adult Guest also agrees that under no circumstances will a minor be left aboard the Ship while the adult Guest responsible for the minor leaves the Ship for any reason, and in such circumstance the adult Guest agrees to indemnify and hold Carrier harmless for any and all loss, injury, or death of the minor or any other person involving the minor whatsoever. Adult Guest must accompany all minors on any independently operated shore excursion purchased through Carrier. Proof of age and/or proof of marriage are required. Carrier shall not be liable to make any refunds or for any damages concerning any Guest's failure to provide proper proof of age or marriage or otherwise comply with this provision.

14. GUEST'S OBLIGATION TO COMPLY WITH CONTRACT, APPLICABLE LAWS, CARRIER'S RULES AND POLICIES; INDEMNIFICATION

(A) Guest's Agreement; Solicitation Prohibited. Guest shall at all times comply with the terms and conditions of this Contract, all applicable laws, and rules, policies and regulations of Carrier, the Ship (as the same may be changed from time to time with or without notice) and including Carrier's Public Health and COVID-19 Policy in Section 4 and on Carrier's Website. The Guest accepts that failure to do so constitutes a material breach of this Contract which may subject the Guest, as well as any accompanying Guest(s), to involuntary disembarkation without liability whatsoever to Carrier for any refund or any other related loss or expense to the Guest, and any accompanying Guest(s) and any such action may cause Guest to be prohibited from sailing with Carrier in the future. Such Guests will be solely responsible for all resulting financial fees, penalties and expenses to return home, and no refund of their unused Cruise Fare will be provided. Guest further acknowledges and agrees that any violation of Carrier's rules and regulations shall, in the sole discretion of Carrier, constitute a material breach of this Contract. In the event of such breach, Guest forfeits all rights hereunder, including the right to remain on board. Carrier reserves the right to disembark Guest(s), at any port, as determined by Carrier. Carrier shall not be liable for any refund or other compensation or damages whatsoever to any Guest disembarked pursuant to this clause or Contract, or who disembarks because another Guest is so disembarked. The Guest also agrees that he or she shall not solicit for commercial, professional, illegal, or illicit purposes Guests or others on board the Ship or advertise goods or services on board the Ship. Solicitation by vendors of goods and services, including, but not limited to, solicitation by Travel Advisors, is strictly forbidden. Guest agrees not to enter any areas of the Ship designated for crew only, including crew quarters, under any circumstances whatsoever.

(B) Medical Safety. The Guest represents and warrants that the Guest has received all medical inoculations necessary and that Guest will at all times comply with the Ship's rules and regulations and orders and directions of the Ship's officers and medical staff and his or her conduct will not impair the safety of other Guests, Crew, or the Ship or inconvenience other Guests. Guests with medical conditions understand and acknowledge that they should seek advice from their personal physician(s) prior to their cruise regarding their ability to physically or mentally participate in any aspect of cruise, including those activities on board the ship or at any port of call.

(C) Alcohol. Guest understands and agrees that Guests must be at least eighteen (18) years old to be served wine and beer, and at least twenty-one (21) years old to be served spirits. When docked or anchored in U.S. ports, or when the Ship is within the three-mile limit of the territorial U.S., Guests must be at least twenty-one (21) years old to be served any alcoholic beverage. Guest agrees not to attempt to provide or consume alcoholic beverages in violation of this policy to anyone under twenty-one (21) years of age, either for themselves or others. Carrier reserves the right to refuse alcoholic beverages to any intoxicated or underage Guest. Guest acknowledges and agrees that Carrier reserves the right to prohibit and retain all liquor brought aboard the Ship.

(D) Smoking. Guests shall observe the nonsmoking areas on board the Ship. Indoor smoking is permitted only in the Connoisseur Club smoking lounge. Smoking is prohibited in all other indoor areas of the ship including all other public rooms, lounges, corridors and restaurants, as well as all staterooms, suites and verandahs. If smoke is detected in a stateroom or suite, Guest acknowledges and agrees that a cleaning fee of \$250 per occurrence will be billed to Guest's account. Outdoor smoking is allowed in designated spaces posted on the Ships. If there is any ongoing violation of the non-smoking policy, Carrier reserves the right and Guest acknowledges that he or she may incur additional fines up to and including disembarkation without refund.

(E) Illegal Activity. Guest understands and agrees that Carrier has a zero-tolerance policy for illegal activity and shall report such activity to the appropriate authorities. The Guest shall indemnify Carrier for all penalties, fines, charges, losses or expenses incurred or imposed upon Carrier or the Ship by virtue of an act or violation of law by the Guest.

(F) Guest Liability for Death, Personal Injury and Property Damage or Theft. The Guest shall be liable to and shall reimburse Carrier for all damages or loss of or to the Ship and its furnishings and any equipment or property of Carrier or any other Guest caused directly or indirectly, in whole or in part, by any act or omission of the Guest or those for whom the Guest is responsible, whether willful or negligent, including but not limited to, theft or any other criminal act. The Guest shall further indemnify Carrier and each and all of its agents or servants against any and all liability whatsoever arising from any personal injury, death or damage or loss whatsoever caused directly or indirectly, in whole or in part, by any act or omission of the Guest or those for whom the Guest is responsible.

(G) No Right to Refund for Violation of Section 14. If Carrier exercises its rights under this Section 14, Guest shall have no claim against Carrier whatsoever and Carrier shall have no liability for refund, compensation loss or damages of Guest, including but not limited to any expenses incurred by Guest for accommodations or repatriation, unless otherwise provided in Carrier's refund policy or provided herein.

(H) Payment. Guest acknowledges the availability of, and Guest agrees to abide by, these terms and conditions, including but not limited to, certain payment terms such as minimum deposit requirements and payment due dates, which appear in the applicable Carrier brochure or online at Carrier's Website. In the event of any conflict between such brochure or Website materials and this Contract, the terms of this Contract shall prevail.

15. RIGHT TO REFUSE BOOKING AND PASSAGE, CANCEL BOOKING, CONFINE, QUARANTINE, DISEMBARK GUEST

(A) Right to Refuse Guest Booking or Passage. Carrier reserves the right to refuse booking of passage on a Cruise to any person or to cancel Guest's existing Cruise booking for any reason. Any person(s) refused booking or passage in advance of the scheduled sailing by Carrier will be given a refund of his or her Cruise Fare unless such refusal is due to the action or inaction of Guest.

(B) Right to Disembark, Confine and Quarantine. Carrier, without any liability, including liability for refund, payment, compensation or credit, except as provided herein, may disembark or refuse to embark Guest because of the action or inaction of Guest, confine Guest in a guest room or suite or other area of the Ship deemed appropriate under the circumstances, quarantine Guest, restrain Guest, change Guest's accommodations or disembark Guest at any time if, in the sole opinion of Carrier, Guest or any minor or other person in Guest's care during the Cruise are unfit for any reason for the Cruise, or Guest's presence might be detrimental to Guest's health, comfort or safety or that of any other person. The Captain and/or the Ship's officers have the right in their sole discretion to make decisions concerning the safety and security of the Ship and the health, safety and security of those on board.

(C) Guest Refusal to Disembark or Guest Disembarkation Prior to End of Cruise. If the Guest is refused passage or leaves the Ship prior to the end of the Cruise for any of the reasons described in this Section or for other reasons including, but not limited to, personal, medical, or business reasons, Carrier will not be liable or required to refund any portion of the Cruise Fare, or be responsible for any payment, compensation or credit of any kind or for any of the Guest's costs.

16. INDEPENDENT CONTRACTOR SERVICES

(A) No Liability for Shore Excursions, Tours, Pre and Post-Cruise Travel Independent Contractors. Guest acknowledges that all shore excursions and tours (in the water, on land or by air), airline flights and ground transportation ("Services"), are either operated by or are independent contractors. As stated in Section 4 or as may be stated on Carrier's Website, Carrier's Public Health and COVID-19 Policy imposes certain restrictions relating to participation, location, time, and persons with whom the Guest may come into contact on shore excursions. The Guest understands and accepts that Carrier may prohibit Guest from going ashore in any port of call, and/or limit Guests going ashore to specific activities or excursions authorized by Carrier, for public health-related reasons in its sole discretion. Even though Carrier shall be entitled to collect a fee and earn a profit from the ticketing or sale of the Services by such independent contractors and requires that any such persons or entities comply with Carrier's Public Health and COVID-19 Policy, Carrier neither supervises nor controls their actions, nor makes any representation either express or implied as to their suitability. Carrier, in arranging for the Services, including all shore excursion and tour tickets, all pre-cruise and post-cruise airline flights or other

transportation off the Ship, does so only as a convenience for the Guest. Guest agrees that Carrier assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to Guest and/or Guest's Baggage, property or effects in connection with the Services. Guests use the Services of all independent contractors at the Guest's sole risk. Independent contractors are entitled to charge for any service performed for a Guest. Tours, including pre-Cruise, post-Cruise and other shore excursions, including hotels, restaurants and transportation, whether by ship, air, rail, land or other means, not owned or operated by Carrier, are not under the operation or control of Carrier and are not an agent and/or representative of Carrier. Carrier makes no representation of any kind concerning independent contractors and takes no responsibility for them. Carrier takes no responsibility for air or other transportation under any circumstances. Guests must assume responsibility for their actions while ashore and for their participation in shore activities. Guest further acknowledges that although independent contractors or their employees may use signage or clothing which contains the name and/or logo of "Crystal Cruises" or other related trade names or logos, the independent contractor status remains unchanged. Independent contractors, their employees and assistants are not agents, servants or employees of Carrier and have no authority to act on behalf of Carrier.

(B) No Liability for Independent Contractor Concessionaires. Guest acknowledges that the Ship's onboard concessions (including but not limited to, the gift shops, spa, beauty salon, and fitness center) ("Concessionaire Services") are either operated by or are independent contractors. Even though Carrier shall be entitled to collect a fee and earn a profit from the provision of such Concessionaire Services, Carrier neither supervises nor controls their actions, nor makes any representation either express or implied as to their suitability. Carrier, in arranging for the Concessionaire Services of all on board concessions, does so only as a convenience for the Guest. Guest agrees that Carrier assumes no responsibility, does not guarantee performance and in no event shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to Guest in connection with the Concessionaire Services. Guests use the Concessionaire Services of such independent contractors at the Guest's sole risk. Independent contractors are entitled to make a proper charge for any service performed for a Guest. Carrier makes no representation of any kind concerning independent contractor concessionaires and takes no responsibility for them, even if, as a convenience to Guests. Guest further acknowledges that although independent contractor concessionaires or their employees may use signage or clothing which contains the name and/or logo of "Crystal Cruises" or other related trade names or logos, the independent contractor status remains unchanged. Independent contractors, their employees and assistants are not agents, servants or employees of Carrier and have no authority to act on behalf of Carrier.

(C) No Right to Refund from Carrier for Spa, Transport, Tours and Other Third-Party Operations. The Guest shall have no right to any refund and Carrier shall have no obligation or liability of any kind to the Guest for acts or omissions in connection with or arising out of arrangements with independent contractors since they are not agents or employees of Carrier. Arrangements with independent contractors include, but are not limited to, the following: (i) services or products available for the Guest's convenience on board the Ship and furnished by barbers, hairdressers, manicurists, masseurs, spa operators, photographers, entertainers, instructors, lecturers and others; (ii) services, products or transportation provided elsewhere than on board the Ship which are furnished

by others in connection with sightseeing tours pre-Cruise and post-Cruise, visas, passports, tours, excursions and shore trips, including, but not limited to, tender service, whether arranged or organized by tour operators, travel advisors or Carrier.

(D) Third Party Charges to Guest. The independent contractors shall be entitled to charge for any products sold, services rendered, or transportation provided to the Guest either directly or, as a convenience to Guest, through Carrier, for which services Carrier is entitled to impose a charge and earn a profit. Refunds will not be given for partially used services. No refund will be made for missed hotel nights or other program features due to airline delays or other factors beyond the control of Carrier. Hotel Programs and Extended Land Programs are subject to the same cancellation policy as described in Section 6 of this Contract.

(E) Arrangement of Air Transport. Carrier will arrange air transportation upon a Guest's request as a separate service. If a Guest chooses this optional service, Guest authorizes Carrier to select the air carrier, routing and schedule and to substitute charter flights for scheduled air or vice versa. If due to any cause beyond our control, Carrier is unable to arrange for air travel or the air travel we arrange is unavailable or otherwise fails to materialize, our liability will be limited to refunding the optional air add-on amount paid to Carrier less any applicable change or special deviation fees. Carrier assumes no liability for any acts or omissions of any airline, including, without limitation, those involving cancellation of flights, schedule changes, re-routings, damage to or delay or loss of baggage, flight delays, equipment failures, accidents, pilot or other staff shortages, overbooking or computer errors. In arranging transportation, Carrier acts solely for the convenience of the Guest and not as agent or principal for the air carrier. The liabilities and obligations of an airline to the Guest and the Guest's rights as an airline passenger are governed exclusively by the terms and conditions of the airlines' tickets and tariffs.

(F) Indemnification of Carrier for Joint and Several Liability of Third Parties. Guest acknowledges and agrees that in the event Carrier is found liable to pay damages based on the negligence or other wrongful conduct of any person or entity other than Carrier, whether by way of joint and several liabilities or otherwise, the Guest will indemnify and hold Carrier harmless for any and all such conduct and/or damages. This agreement to indemnify and hold Carrier harmless shall specifically include, without limitation, all medical services provided on or off the Ship, as well as all shore excursions, transportation or other facilities or activities provided or furnished by any person or entity other than Carrier.

(G) Guest Not a Third-Party Beneficiary of Agreements with Independent Contractors. Although Carrier may have contracts, concessionaire agreements, and/or independent contractor agreements with the above-mentioned service providers and contractors, Guest hereby acknowledges and agrees that Guests are not intended third-party beneficiaries of any such contracts and Guests have no right to assert themselves as third-party beneficiaries of such contracts or agreements.

17. LIMITATIONS ON CARRIER'S LIABILITY

(A) No Liability for Injuries Resulting from Circumstances Beyond Carrier's Control. Except as otherwise expressly provided herein, Carrier shall not be liable for injury, death, illness, damage, delay or other loss to person or property, or any other claim by any passenger caused by act of God, war, terrorism, civil commotion, labor trouble, government

interference, perils of the sea, fire, orders by government agencies restricting travel due to declared pandemics, public health emergencies or outbreaks of communicable disease, COVID-19, influenza, colds and norovirus, quarantines, national or regional emergencies, thefts or any other cause beyond Carrier's reasonable control, or any act not shown to be caused by Carrier's negligence.

(B) No Express or Implied Warranties. Carrier and the Guest hereby agree there is no warranty, whether express or implied, as to the fitness, seaworthiness, or condition of the Ship or any person on board, or any food, drink, medicine, or provisions supplied on board the Ship. The Guest acknowledges that Carrier is not an insurer of his or her safety during the course of the Cruise, and the Guest agrees that Carrier shall not be liable in any circumstances for any incident or injury arising from events occurring outside of the Guest areas of the Ship or outside of the Ship itself, outbreaks of communicable disease, including but not limited to those events occurring ashore (including shore excursions), on tenders not owned or operated by Carrier, on or resulting from equipment not a part of the Ship, or upon docks and/or piers, or involving persons employed on board the Ship acting outside the course and scope of employment.

(C) No Vicarious Liability for Acts of Third Parties and Off Duty Employees. In consideration for the fare paid, it is agreed that Carrier shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Carrier nor for any intentional or negligent acts of Carrier's employees committed while off duty or outside the course and scope of their employment.

(D) No Liability for Guest Participation in Athletic or Recreational Activities. In consideration for the fare paid, it is agreed that Carrier shall have no liability for any injuries or damages which occur while Guest participates in any athletic or recreational activities aboard the Ship, onshore or at any port of call, including, but not limited to, Guest participation in snorkeling programs or Guest use of any jet ski, golf, onboard waterslides, gymnasium, jogging, swimming, diving, etc. By using such facilities, the Guest agrees to assume all risks arising therefrom and does hereby fully release and discharge Carrier from any and all claims, demands, damages, causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from, related to, in connection with, and/or arising out of the Guest's use or intended use of such facilities and/or activities.

(E) No Liability for Emotional or Psychological Injuries and Mental Suffering. Carrier shall not be liable to the Guest for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such damages were caused by the negligence of Carrier and resulting from the same Guest sustaining actual physical injury, or having been at risk of actual physical injury, or when such damages are held to be intentionally inflicted by Carrier.

(F) No Liability for Guest's Expenses. If Guest is required to remain on board the Ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason not the fault of Carrier, Guest must pay or reimburse Carrier for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services including but not limited to such costs incurred by or on account of services provided by port agent and other shoreside

service providers, including luggage shipping costs for Guest and those accompanying Guest.

(G) Statutory Exemptions for Death or Injury. The liability of Carrier for the death of or injury to a Guest shall be subject to all exemptions from and limitations of liability provided in or authorized by the laws of the United States, including but not limited to the Death on the High Seas Act (46 U.S.C.S. § 30302) and all of the restrictions and exemptions from liability provided in the Contract. Carrier shall have the benefit of all Statutes of the United States of America providing for limitation and exoneration from liability and the procedures provided thereby, including, but not limited to, Statutes of the United States of America as set forth at 46 U.S.C. Sections 30501 – 30509 and 30511. Nothing in the Contract is intended to nor shall operate to limit or deprive Carrier of any such statutory limitation of or exoneration from liability, or of the benefits of any statute or law of any country which might be applicable providing for exoneration from or limitation of liability.

(H) Limitation of Liability for Cruises In the EU. On international cruises which neither embark, disembark nor call at any U.S. port and where the Guest commences the cruise by embarkation or disembarks at the end of the Cruise in a port of a European Member State, Carrier shall be entitled to any and all liability limitations and immunities for loss of or damage to luggage, death and/or personal injury as provided under EU Regulation 392/2009 on the liability of carriers to passengers in the event of accidents. Unless the loss or damage was caused by a shipping incident, which is defined as a shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship (as defined by the Regulation), Carrier's liability is limited to no more than 400,000 Special Drawing Rights ("SDR") (approximately U.S.D. \$586,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal) if the passenger proves that the incident was a result of Carrier's fault or neglect. If the loss or damage was caused by a shipping incident, Carrier's liability is limited to no more than 250,000 SDRs (approximately U.S.D. \$345,000, which fluctuates depending on the daily exchange rate as published in the Wall Street Journal). Compensation for loss caused by a shipping incident can increase to a maximum of 400,000 SDRs unless Carrier proves that the shipping incident occurred without Carrier's fault or neglect. Shipping incidents do not include acts of war, hostilities, civil war, insurrection, natural disasters, or intentional acts or omissions of third parties. In cases where the loss or damage was caused in connection with war or terrorism, Carrier's liability for any personal injury or death (whether occurring during a shipping incident or a non-shipping incident) is limited to the lower of 250,000 SDRs per passenger or 340 million SDRs per ship per incident. Punitive damages are not recoverable for cruises covered by EU Regulation 392/2009. For more information on the EU Regulation 392/2009, please see the Official Journal of the European Union EU Regulation 392/2009. In addition, Guests embarking a cruise in a European Member State port are afforded rights under EU Regulation 1177/2010. For additional information on EU Regulation 392/2009 and EU Regulation 1177/2010, please see EU Regulation 392/2009 and EU Regulation 1177/2010.

(I) Cruises Embarking from or Returning to the United States. As to all other cruises not described above in Section 17(H), all the restrictions, exemptions from, and limitations of liability provided in, or authorized by the laws of the United States shall apply, including but not limited to, title 46 of the United States Code §§ 30501 through 30509, and 30511.

(J) Carrier Does Not Own or Operate Air or Hotel Transport. Guest agrees that Carrier does not own or operate the air carrier, ground transportation or hotels, and is not liable in any way for loss, damage, injury, illness or death arising in conjunction with the services provided by these independent contractors

(K) Limitations and Terms of Contract Are Applicable to Employees, Concessionaires, Vendors and Agents of Carrier. Guest and Carrier agree and intend that all rights, exemptions from liability, defenses and immunities of whatsoever nature referred to in the Contract applicable to Carrier and the Ship, including, but not limited to, Sections 6, 8-10, 14-15, 16(F), 17-18, and 21-23 shall in all respects inure also for the benefit of certain third parties including: the Ship's tenders, the officers, crew, pilots, agents or employees, and all concessionaires, independent contractors, physician and medical personnel, retail shop personnel, health and beauty staff, fitness staff, photographers, shore excursion providers, tour operators, shipbuilders and manufacturers of all component parts, launches, appurtenances, craft or facilities, regardless of whether provided at sea or on shore, and regardless of whether belonging to any such ship or owned or operated by its owners, operators, managers, agents, charterers, contractors or concessionaires.

(L) Carrier Is Entitled to All Statutory Protections Under the Law. In addition to the limitations of liability expressly provided in the Contract, Carrier shall be entitled to the maximum protection allowed by law, including any statutory protection as to the amount of damages recoverable. In no event, however, will Carrier be liable for any damage, loss, injury or death not caused by the negligence of Carrier.

18. CARRIER'S LIMITED MEDICAL SERVICES AND FACILITIES ON THE SHIP

(A) Limited Medical Facilities. The Guest recognizes and agrees that Carrier is not in the business of providing medical services and/or operating medical facilities. To the extent that the Ship provides a surgeon or physician, or if the Ship requests emergency or other medical care or evacuation for the Guest on the Guest's behalf ("Medical Services"), it is understood and agreed that Carrier does so solely for the convenience of the Guest, that such Medical Services are provided by medical professionals who work directly for the Guest, and that Carrier does not undertake to supervise, nor does it supervise or direct the actions of the person(s) providing such Medical Services. The Guest therefore agrees that Carrier cannot guarantee the performance of such Medical Services, and that Carrier shall not be liable for losses or injuries arising therefrom. Persons or entities providing Medical Services shall be entitled to make a proper charge for any service performed for or on behalf of the Guest, and the cost of such service shall be the sole responsibility of the Guest. The Guest hereby agrees to reimburse and indemnify Carrier for any funds advanced on account of any such charges.

(B) Physician and Medical Staff Not Agents of Carrier; Limited Medical Services.

1. Limited Medical Services.

The Guest acknowledges that medical care while on the Ship may be limited or delayed and that the Ship may travel to destinations where medical care is unavailable or limited. Guest further understands that there may be circumstances beyond Carrier's control which may prevent or delay a medical evacuation or disembarkation. It may be necessary for the Guest to obtain shoreside medical services during or after the Cruise in countries other than the United States in which a different standard of medical care applies than that to

which the Guest may be accustomed. Carrier makes no warranty as to the quality of any such medical services.

2. Physician and Medical Staff Not Agents of Carrier.

Carrier does not undertake to treat or care for the Guest medically. Carrier does not supervise or control the medical care provided to the Guest by medical personnel aboard its Ship. Doctors and/or medical staff are on board the Ship for the treatment of crew members and for the convenience of the Guest and, at the request of the Guest, to give medical assistance. Guest acknowledges that Carrier neither supervises nor controls the Ship's physician and medical staff's actions, nor makes any representation either express or implied as to their suitability. In arranging for medical services called for by the Ship's physician or medical staff, or ashore, Carrier does so only as a convenience for the Guest. Guest agrees that Carrier assumes no responsibility for same, does not guarantee performance and shall not be liable for any negligent or intentional acts or omissions, loss, damage, or injury to Guest concerning the provision of medical services by physicians and/or medical staff. Guests use the Ship's medical services at the Guest's sole risk. Carrier makes no representation of any kind concerning the Ship's physician or medical staff and takes no responsibility for them. Guest further acknowledges that although independent contractors or their employees may use signage or clothing which contains the name and/or logo of "Crystal Cruises" or other related trade names or logos, the independent contractor status remains unchanged. Independent contractors, their employees and assistants are not agents, servants or employees of Carrier and have no authority to act on behalf of Carrier.

(C) Consent to Be Medically Treated. The Guest hereby consents to treatment by the Ship's doctor or other medical personnel, if any, or by a physician designated by Carrier if, subsequent to embarkation, the Guest is unable to request or authorize such treatment and in the opinion of the Ship's doctor needs medical attention.

(D) Charges for Medical Treatment on the Ship. The Guest shall be charged for medical services and for medications and supplies used for his or her medical treatment on board the Ship. The Guest shall also be responsible for the payment of any medical expenses and other expenses in connection with medical debark or evacuation and medical conditions incurred ashore.

19. PAYMENTS BY THE GUEST AND EXTRA EXPENSES

Any and all payments by the Guest to Carrier shall be made in currency of the United States of America, or other currency acceptable to Carrier. All charges for services and products provided on board the Ship must be settled in cash, traveler's checks or personal checks to limits acceptable to Carrier or credit card acceptable to Carrier before the Guest's final disembarkation from the Ship. Any other expenses incurred by the Guest or by Carrier on behalf of the Guest shall be payable by the Guest on demand.

20. GUEST'S USE AND DISPLAY OF PHOTOS, VIDEOS AND RECORDINGS PROHIBITED

(A) Guest Photographs. Each Guest grants Carrier and/or its promotional partners the exclusive right to include photographic, video and other visual portrayals of Guest in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to Guest, and all rights, title and interest

therein (including all worldwide copyrights therein) shall be Carrier's sole property, free from any claims by Guest or any person deriving any rights or interest from Guest or any person deriving any rights or interest from Guest. Each Guest understands and agrees that professional onboard photographers may photograph Guest, and that those photos may be processed, displayed and sold to Guests and others.

(B) Liability for Use of Carrier's or Another Guest's Photographs. Guest expressly agrees not to use any photograph, video recording or other visual or audio portrayals of Guest and/or any other Guest whether that be in combination with crew or the Ship, or depicting the Ship, its design or equipment or any part thereof whatsoever and/or display or use of another Guest's photograph for any commercial purpose or in any media broadcast or for any other non-private use, without the express written consent of the other Guest and/or Carrier, as applicable. Carrier is permitted to take any and all reasonable measures to protect Carrier and enforce this Section of the Contract.

21. TIME LIMITS FOR CLAIMS, JURISDICTION, VENUE, ARBITRATION, NO RIGHT TO JURY TRIAL AND GOVERNING LAW

(A) Time Limit for Claims for Illness, Injury or Death. GUEST MUST IMMEDIATELY REPORT ANY INJURY OR ILLNESS OF ANY KIND TO A SHIP'S OFFICER WHILE ON THE SHIP. CARRIER SHALL NOT BE LIABLE FOR ANY CLAIMS WHATSOEVER FOR PERSONAL INJURY, ILLNESS OR DEATH OF THE GUEST, UNLESS FULL PARTICULARS IN WRITING ARE GIVEN TO CARRIER WITHIN 185 DAYS AFTER THE DATE OF THE INJURY, EVENT, ILLNESS OR DEATH GIVING RISE TO THE CLAIM. SUIT TO RECOVER ON ANY SUCH CLAIM SHALL NOT BE MAINTAINABLE UNLESS FILED WITHIN ONE (1) YEAR AFTER THE DATE OF THE INJURY, EVENT, ILLNESS OR DEATH, AND UNLESS SERVED ON CARRIER WITHIN 120 DAYS AFTER FILING. GUEST EXPRESSLY WAIVES ALL OTHER POTENTIALLY APPLICABLE STATE OR FEDERAL LIMITATIONS PERIODS.

(B) Time Limit for All Claims Other Than Personal Injury. CARRIER SHALL NOT BE LIABLE FOR ANY CLAIMS WHATSOEVER, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF THE GUEST, UNLESS FULL PARTICULARS IN WRITING ARE GIVEN TO CARRIER WITHIN THIRTY (30) DAYS AFTER THE GUEST IS LANDED FROM THE SHIP OR IN THE CASE THE CRUISE IS ABANDONED, WITHIN THIRTY (30) DAYS THEREAFTER. LEGAL PROCEEDINGS TO RECOVER ON ANY CLAIM WHATSOEVER OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH SHALL NOT BE MAINTAINABLE UNLESS COMMENCED WITHIN SIX (6) MONTHS AFTER THE DATE GUEST IS LANDED FROM THE SHIP OR IN THE CASE THE CRUISE IS ABANDONED, WITHIN SIX (6) MONTHS THEREAFTER, AND UNLESS SERVED UPON CARRIER WITHIN 120 DAYS AFTER COMMENCEMENT. GUEST EXPRESSLY WAIVES ALL OTHER POTENTIALLY APPLICABLE STATE OR FEDERAL LIMITATION PERIODS FOR CLAIMS WHICH INCLUDE, BUT ARE NOT LIMITED TO, ALLEGATIONS CONCERNING ANY AND ALL CIVIL RIGHTS, THE AMERICANS WITH DISABILITIES ACT (ADA), TRADE PRACTICES AND/OR ADVERTISING.

(C) Claims for Loss or Damage to Baggage, Valuables and Personal Belongings. Guest agrees to make a written claim for any loss of or damage to Baggage, Valuables and other personal belongings before the Guest leaves the disembarkation area to enable Carrier to investigate any damage and to conduct a search for claimed lost articles. To the extent that Guest claims that Guest became aware of any claims for loss or damage to Baggage,

Valuables and personal belongings after leaving the disembarkation area, then Section 21(B) shall apply.

(D) Jurisdiction, Venue and Jury Trial Waiver. EXCEPT AS PROVIDED IN SECTIONS 21(E) AND 22(F) BELOW, IT IS AGREED BY AND BETWEEN THE GUEST AND CARRIER THAT ALL DISPUTES AND MATTERS WHATSOEVER RELATED TO, ARISING UNDER, IN CONNECTION WITH OR INCIDENT TO THIS CONTRACT OR THE GUEST'S CRUISE, INCLUDING TRAVEL TO AND FROM THE SHIP, SHALL BE LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA IN MIAMI, OR AS TO THOSE LAWSUITS TO WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN BROWARD COUNTY, FLORIDA, U.S.A. TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTY, STATE OR COUNTRY. GUEST HEREBY CONSENTS TO SUCH EXCLUSIVE JURISDICTION AND WAIVES ANY JURISDICTIONAL, VENUE OR OTHER OBJECTION THAT MAY BE AVAILABLE. IF A MATTER IS BROUGHT IN THE FEDERAL COURTS OF THE UNITED STATES AND NO DIVERSITY JURISDICTION EXISTS, THEN THE MATTER MUST PROCEED UNDER THE COURT'S ADMIRALTY JURISDICTION AND GUEST MAY NOT BE ALLOWED A TRIAL BY JURY. IF A MATTER PROCEEDS UNDER THE COURT'S ADMIRALTY JURISDICTION, THEN CARRIER CONSENTS TO A TRIAL BY JURY PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 39(C). GUEST ACKNOWLEDGES AND UNDERSTANDS THAT A FEDERAL COURT PRESIDING OVER THE MATTER UNDER ADMIRALTY JURISDICTION MAY NOT GRANT A TRIAL BY JURY DESPITE CARRIER AND GUEST'S REQUEST FOR A TRIAL BY JURY, AND IN SUCH EVENT, GUEST KNOWINGLY AND VOLUNTARILY WAIVES A TRIAL BY JURY.

(E) Small Claims. Any and all disputes, claims, or controversies whatsoever, other than for personal injury, illness or death of a Guest, whether brought in personam or in rem or 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, related to, or connected with this Contract, the booking of the Cruise, shore excursions, and land and hotel packages, no matter how described, pleaded or styled, between the Guest and Carrier in which Guest or any other claimant asserts damages for less than \$8,000 (excluding attorney fees, costs, and interest, which are not included to determine the amount at issue) must be litigated, if at all, before a small claims court located in Broward County, Florida, U.S.A. to the exclusion of the courts of any other county, state or country. Guest hereby consents to such exclusive jurisdiction and waives any jurisdictional, venue or other objection that may be otherwise available.

(F) Arbitration for All Claims Other than Personal Injury. ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF A GUEST (WHETHER BROUGHT IN PERSONAM OR IN REM OR 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 CONTRACT, THE BOOKING OF THE CRUISE, SHORE EXCURSIONS, AND LAND AND HOTEL PACKAGES, OR GUEST'S CRUISE, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, BETWEEN THE GUEST AND CARRIER) IN WHICH GUEST OR ANY OTHER CLAIMANT ASSERTS DAMAGES FOR MORE THAN \$8,000.00 (EXCLUDING ATTORNEY FEES, COSTS,

AND INTEREST, WHICH ARE NOT INCLUDED TO DETERMINE THE AMOUNT AT ISSUE) SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("THE CONVENTION") AND THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ., ("FAA") SOLELY IN BROWARD COUNTY, FLORIDA, U.S.A. TO THE EXCLUSION OF ANY OTHER FORUM. GUEST HEREBY CONSENTS TO SUCH EXCLUSIVE JURISDICTION AND WAIVES ANY JURISDICTIONAL, VENUE OR OTHER OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ARBITRATION PROCEEDING IN BROWARD, FLORIDA. THE ARBITRATION SHALL BE ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION ("NAM") UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE FEE SCHEDULE IN EFFECT AT THE TIME OF INITIATING THE PROCEEDING WITH NAM, WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. EACH PARTY SHALL BEAR THEIR OWN COSTS AND FEES ASSOCIATED WITH ANY SUCH FILING. IF GUEST HAS A QUESTION ABOUT THE ARBITRATION PROCESS OR WANTS TO OBTAIN A CURRENT COPY OF THE COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND/OR FEE SCHEDULE, GUEST MAY CONTACT NAM AT: NATIONAL ARBITRATION AND MEDIATION, ATTENTION CLAIMS DEPARTMENT, 990 STEWART STREET, FIRST FLOOR, GARDEN CITY, NY 11530, TELEPHONE NUMBER (800) 358-2550. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT IN BROWARD COUNTY, FLORIDA PER SECTION 21(E)). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING.

(G) Arbitration Rules and Jury Trial Waiver. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT GUEST OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION OR FAA. CARRIER AND GUEST FURTHER AGREE TO PERMIT THE TAKING OF A DEPOSITION UNDER OATH OF THE GUEST ASSERTING THE CLAIM, OR FOR WHOSE BENEFIT THE CLAIM IS ASSERTED, IN ANY SUCH ARBITRATION. IN THE EVENT THIS PROVISION IS DEEMED UNENFORCEABLE BY AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION FOR ANY REASON, THEN AND ONLY THEN THE PROVISIONS OF SECTION 21(D) ABOVE GOVERNING VENUE AND JURISDICTION SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS CLAUSE.

(H) Choice of Law. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ANY AND ALL DISPUTES WHATSOEVER ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS CONTRACT OR GUEST'S CRUISE AS WELL AS THE INTERPRETATION, APPLICABILITY AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED EXCLUSIVELY BY THE GENERAL MARITIME LAW OF THE UNITED STATES, WHICH SHALL INCLUDE THE DEATH ON THE HIGH SEAS ACT (46 USCS § 30302), WITHOUT REGARD TO CHOICE OF LAW RULES, WHICH REPLACES, SUPERSEDES AND PREEMPTS ANY PROVISION OF LAW OF ANY OTHER STATE OR NATION TO THE CONTRARY, HOWEVER, THE TERMS OF THIS

CONTRACT DO NOT DISPLACE NON-EXCLUDABLE CONSUMER LAWS APPLICABLE IN JURISDICTIONS OUTSIDE THE UNITED STATES.

22. CLASS ACTION WAIVER

GUEST HEREBY AGREES THAT EXCEPT AS PROVIDED IN THE LAST SENTENCE OF THIS PARAGRAPH, GUEST MAY BRING CLAIMS AGAINST CARRIER ONLY IN GUEST'S INDIVIDUAL CAPACITY. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, GUEST AGREES THAT ANY ARBITRATION OR LAWSUIT AGAINST CARRIER OR SHIP WHATSOEVER SHALL BE LITIGATED BY GUEST INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE OR ACTION, AND GUEST EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING GUEST TO PARTICIPATE IN A CLASS ACTION. IF GUEST'S CLAIM IS SUBJECT TO ARBITRATION AS PROVIDED IN SECTION 21(F) ABOVE, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. GUEST AGREES THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 21(F) ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION. THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER MAY BE DETERMINED ONLY BY A JUDGE OR COURT OF LAW AND NOT BY AN ARBITRATOR. GUEST AGREES THAT CARRIER CAN RECEIVE IMMEDIATE JUDICIAL ASSISTANCE TO ENFORCE THIS CLASS ACTION WAIVER.

23. FORCE MAJEURE

Except as provided herein, Carrier shall not be liable in any way to the Guest for death, injury, illness, damage, delay or other loss or detriment to person or property or for Carrier's failure to commence, perform and/or complete any duty owed to the Guest if such death, injury, illness, damage, delay or other loss or detriment to person or property is caused by act of God, war or warlike operations, terrorist activities, civil commotions, labor difficulties, whether or not Carrier is a party thereto, interference by authorities, requisitioning of the Ship, political disturbance, inability to secure or failure of supplies, perils of the sea, collision, foundering of the Ship, fire, pandemic, epidemic, public health concerns, or any other cause whatsoever beyond the control of Carrier.

24. INTERPRETATION

Should any provision of the Ticket be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from the Ticket and of no force and effect and all remaining provisions herein shall continue to be in full force and effect. The headings of the Ticket are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever the context so requires, references to the male gender shall include references to the female, and references to the singular shall include the plural and vice versa.

25. USE OF GUEST'S CONTACT INFORMATION

Guest agrees that any email address, telephone number, or mailing address provided to Carrier during the booking or pre-cruise process by or on behalf of such Guest, including any information given to a Travel Advisor, ("Guest Contact Information") may be used by

Carrier as the email address, telephone number, or mailing address for such Guest, whether or not the Guest Contact Information in fact includes Guest's individual email address, telephone number, or mailing address. Guest consents to and agrees that Carrier may use the Guest Contact Information to give any notice or information relating to Guest's booking, or Contract and that Carrier's communication of any notice or information by use of the Guest Contact Information shall constitute notice to Guest. Guest further consents to and agrees that Carrier may communicate with any person contacting Carrier from any Guest Contact Information concerning Guest's booking, or Contract. GUEST HEREBY RELEASES AND FOREVER DISCHARGES CARRIER, AND CARRIER'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND CONTRACTORS, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTIONS OR SUITS ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO (i) CARRIER'S USE OF THE GUEST CONTACT INFORMATION TO PROVIDE NOTICES OR INFORMATION TO GUEST, OR; (ii) CARRIER'S COMMUNICATIONS WITH ANY PERSON WHO CONTACTS CARRIER FROM ANY COMMUNICATION METHOD PROVIDED BY THE GUEST AS THE GUEST'S CONTACT INFORMATION CONCERNING GUEST'S BOOKING, OR CONTRACT.

26. GUEST'S REIMBURSEMENT FOR FINES, EXPENSES, DEBTS AND DAMAGES

(A) Guest Reimbursement for Fines. The Guest shall be liable to and shall reimburse Carrier for any fines or penalties imposed on Carrier by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Guest's negligent or intentional act or omission or Guest's failure to observe or comply with local requirements concerning immigration, border patrol, customs and excise, agriculture, health, environment or any other government regulation whatsoever, including Guest's failure to board the ship prior to the scheduled departure time at any port, and the Guest shall be liable for any and all losses and fines caused by their actions concerning illegal dumping or pollution of any kind, including discharge of any item into the ocean and/or waterways. For Guests who embark the Ship in violation of the Contract terms, any/all resulting damages, losses, costs, expenses, credits, refunds and related claims, including without limitation those related to a deviation of the Ship to disembark such Guests, shall be the sole responsibility of the Guest.

(B) Guest Liability to Reimburse Carrier for Misconduct. The Guest or Guest's estate shall be liable to and shall reimburse Carrier for all deviation expenses (including loss of revenue), fines or penalties, damages to the Ship, its furnishings, operations or equipment, or any property of Carrier caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Guest or any minors traveling with the Guest, including discharge and release of any unauthorized item overboard, without the express permission of the ship's staff. The Guest or Guest's estate shall defend and indemnify Carrier and the Ship, their servants and agents against liability which Carrier or the Ship or such servants or agents may incur towards any person, company or Government for any damage to property, personal injury or death caused directly or indirectly, in whole or in part, by any misconduct, willful or negligent act or omission on the part of the Guest or minors traveling with Guest.

(C) Lien on Guest Property. Carrier and the Ship shall have a lien upon all Baggage, Valuables, money and other property whatsoever accompanying the Guest and the right to sell the same by public auction or otherwise for all sums whatsoever due from the Guest under this Contract and for the costs and expenses of enforcing such lien and such sale.

27. SURVEILLANCE, RECORDINGS, PERSONAL DATA

(A) Surveillance. Carrier will use surveillance on board the Ship as Carrier is legally required to carry out such surveillance due to the nature of the services it provides. Carrier will also use surveillance to, among other things, facilitate and expedite Guest's embarkation and/or debarkation and for health and safety purposes. Guest acknowledges and agrees that such devices may record videos and images of the Guest that may be stored and used only as deemed necessary by Carrier to comply with the law, regulations, governmental requests or orders, or any legal investigation or claims process and always in accordance with the terms of Carrier's privacy policy

(B) Guest's Personal Data. The Guest's personal data provided to Carrier through Guest's interactions with Carrier or its affiliates or the Guest's Travel Advisor, or through Carrier's Public Health and COVID-19 Policy (including Section 4(C) above) will be processed in accordance with Carrier's privacy policy, a copy of which was provided with Guest's [booking confirmation] and which is also available on Carrier's Website or may be obtained by writing to the address given in Section 31 below. Guest agrees that by making a booking of Carrier's services, Guest consents to Carrier's use of information and personal data in accordance with Carrier's privacy policy and is authorised on behalf of all persons named on the booking to disclose their personal details to Carrier, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements). Guest agrees that Carrier may (1) keep Guest's personal and sensitive data, (2) use it in its business worldwide according to its published privacy policy, (3) share it with its affiliated or related companies, and (4) subject such personal data to processing worldwide, each activity always in accordance with the terms of Carrier's Privacy Policy. Guest agrees that any personal or sensitive data provided to Carrier in the European Economic Area may be used, processed and transferred worldwide including to the U.S, provided it is done so in accordance with the terms of Carrier's privacy policy.

(C) Recording of Calls to and from Carrier. Guest understands, acknowledges and agrees that calls made to and from Carrier may be recorded for the purposes of training and monitoring services provided by Carrier and in resolving disputes between Guest and Carrier. Such recordings will be made and held in accordance with Carrier's privacy policy.

(D) Disclosure of Personal Data. Guest agrees that Carrier may disclose personal data to unaffiliated third parties (1) with the Guest's consent or authorization, (2) where required to complete a transaction for the Guest, (3) to comply with law, applicable regulations, governmental and quasi-governmental requests, orders or legal process, or Carrier's Public Health and COVID-19 Policy, (4) to enforce this Contract or other agreements or protect the rights, safety or property of Carrier or others, (5) as part of a purchase, sale, or transfer of assets or Carrier's business, (6) to Carrier's agents or service providers to perform functions on its behalf, or (7) as otherwise described in Carrier's published privacy policy, as amended from time to time, and in each case such disclosure shall be carried out in accordance with Carrier's privacy policy

28. GUEST'S OBLIGATIONS FOR CERTAIN EXPENSES

(A) Guest's Onboard Account May Be Charged. Carrier hereby reserves the right to charge Guest's credit and/or debit card on file and Guest agrees to be charged if Carrier incurs

any expense or damage sustained as delineated in, but not limited to, Sections 4-5, 8, 13-15, 26 and this Section except as expressly set forth herein or as provided by law.

(B) Guest May Be Charged if Guest Disembarks the Ship. Except as expressly set forth herein or as provided by law, if Guest is denied boarding, confined to any area of the ship, or disembarked from the Ship pursuant to any term or condition of this Contract, including but not limited to Sections 4-5, 8, 13-15, and 26, Guest agrees that: (i) Carrier will not be liable for any refund of Cruise Fare or Cruise Tour Fare, other compensation or any damages; (ii) disembarkation and repatriation to the embarkation port or any other destination will be at Guest's sole expense; and, (iii) to indemnify Carrier and Carrier may charge Guest's onboard charge account for any and all expenses incurred by Carrier arising out of, concerning and/or relating to Guest's disembarkation and/or repatriation.

29. SUPPLEMENTAL CHARGES

Carrier reserves the right to impose a supplemental charge relating to unanticipated occurrences, including but not limited to, increases in the price of fuel. Any such supplements may apply at Carrier's sole discretion, to both existing and new bookings (whether the booking has been paid in full or not). Such supplements are not included in the Cruise Fare or Cruise Tour Fare.

30. SEVERABILITY

Any Section of this Contract, or portion thereof, that is determined in any jurisdiction to be unenforceable for any reason shall be severed from this Contract in that jurisdiction only and all remaining sections shall remain in full force and effect.

31. WRITTEN NOTICES

Except as otherwise expressly provided in this Contract, all written notices required by this Contract must be mailed, postage prepaid, to:

Crystal Cruises Ltd
c/o Crystal Cruises USA, LLC
1411 Opus Place,
Suite 300
Downers Grove, IL 60515