

## LEGEND GENERAL CONDITIONS

The terms and conditions described herein apply to all services, cruises, and programs booked with the boat operator hereinafter referred to as "The Boat Operator". These terms and conditions shall also apply to any third-party program or services sold or arranged by THE BOAT OPERATOR. Any trip member, traveler, customer or any person or company that hires services shall be referred to as "user". The user of THE BOAT OPERATOR services agrees to be bound by the present "Terms and Conditions" and any other change that might be updated in the future which are valid at the time the service is provided. Any deposit or payment for services to THE BOAT OPERATOR constitutes joint acceptance by the customer and the end user of terms and conditions described in the present document. All users of THE BOAT OPERATOR are responsible for reading and understanding the present section.

## RATES & CONDITIONS

THE BOAT OPERATOR Published rates are GROSS. Airfares, taxes, and extra charges are NET. Exceptions may apply. THE BOAT OPERATOR rates are guaranteed for the stated period, unless there are steep increases in prices for fuel and logistics, international policies and government regulations, exchange rate fluctuations or any other event affecting the operation beyond THE BOAT OPERATOR's control. If there is any adjustment, it shall be reported when a firm booking with full payment is received. All items not specifically included in the itinerary must be paid directly by the passenger.

THE BOAT OPERATOR accepts no responsibility for discrepancies between verbal quotes and written quotes. After payment has been made, all information contained on THE BOAT OPERATOR's service itinerary is considered correct.

## 1. BOOKING GUIDELINES

THE BOAT OPERATOR must be advised in writing about all reservation requests, changes in reservation and/or payment. Reservations shall be confirmed when total payment is credited to THE BOAT OPERATOR's accounts. To issue final confirmation of services and to comply with the Galapagos National Park and INGALA requirements, final rooming list and passengers' data must be submitted 61 days before the tour date. In case of groups and charters monthly sales reports are mandatory. The client is also responsible to double check vouchers and pro forma invoice quoted by THE BOAT OPERATOR.

1.1 Submit passengers' information: When a reservation is confirmed, Information should be notified to THE BOAT OPERATOR at least 61 days before tour departure date:

To properly feed accurate passengers' information in local systems, the user can also request, fill out, and send THE BOAT OPERATOR's Excel chart (no other chart can be used for this purpose).

Passengers' data:

- Title (Mr., Ms., Chd. (child), Inf. (infant))
- First name / last name / nationality / passport number / date of birth, as shown in the passport.
- Passport copies in case of children under 12 years old.
- Marital Status: single/married/divorced/widowed/lawful union
- Language spoken.
- On board and hotel accommodations (type of cabin / room, double, triple or single).
- If only cruise is taken, hotel and ground operator contacts.
- Arrival / departure details for international flights.
- Emergency contact.
- Insurance contact information, if any.

1.2 Children & Physical disability or Health problems: Waiver of Liability forms duly signed are required along with passport's copy. In case of children, also include legal representative's passport copy.

For passengers and suppliers' safety, THE BOAT OPERATOR reserves the right to decline the provision of services in case physical condition information has been distorted or omitted.

1.3 Special requirements: Diet or allergies requests should be notified to THE BOAT OPERATOR at least 61 days before tour departure date. THE BOAT OPERATOR shall do its very best to meet reasonable special dietary needs keeping in mind Galapagos provisions' restrictions. In certain cases, THE BOAT OPERATOR might need further information such as height, weight, physical condition, etc., to be able to provide the best accommodation and services to the user.

THE BOAT OPERATOR is not liable of complaints or refunds in case of services that have not been provided if the information detailed above (1.1, 1.2 and 1.3) is not sent or does not arrive on time.

## 2. DEPOSIT, PAYMENT AND CANCELLATION POLICIES

THE BOAT OPERATOR shall proceed to book space when deposit / payment conditions are fulfilled. All payments must be made to the accounts of THE BOAT OPERATOR within the time-limits indicated, otherwise the space that has been booked could automatically be released, and deposits forfeited, or might be listed on first pay first served basis. A yearly floating deposit would replace individual ones. Ask particular conditions.

When a Galapagos cruise departure or third-party service reaches "high occupancy departure" (HOD) status, THE BOAT OPERATOR reserves the right to ask for an extra non-refundable deposit or full payment. If the "HOD" notification is not accepted by the customer, the booking will be listed with priority two, space will eventually be confirmed if available.

All changes and cancellations must be notified in writing to be considered and accepted by THE BOAT OPERATOR, user must request a written confirmation from THE BOAT OPERATOR's side informing the cancellation notice was received and spaces have been released accordingly. THE BOAT OPERATOR will inform if penalties will be applied.

The cancellation fees shall be debited automatically from the deposits or payments. If a booking agent guarantees a reservation without payment, the invoice must be honored in case services are cancelled. Remaining balances shall be credited to future bookings by a credit note, or will be used as a part of payment for the spaces that remain held (if any).

Last minute requests are subject to availability. Priority is given with full payment on a first paid first served basis.

\* For groups and charters monthly sales reports are mandatory: number of passengers, type of cabins / rooms, sold spaces must be updated in writing. If a group increase is requested, spaces will be confirmed on a first-priority basis. If the sales report is not received during the first 10 days of the month, THE BOAT OPERATOR reserves the right to reduce the spaces in HOD departures.

## 2.1 Galapagos Cruises

### a) Individual Passengers & Groups

#### Deposits and Payments:

- A deposit of US\$ 300 net per person per short cruise all year round and US\$500 net per person per short cruise in Peak Seasons (Easter, Christmas and New Year), is required to place reservation with "priority one". If the deposit is not made, the reservation shall be given "priority two" status.
- Total balance must be fully credited in THE BOAT OPERATOR's account up to 61 days prior to departure.

Changes: Rather than cancelling services we suggest you to check the following alternatives between 120 and 61 days prior to departure with a US\$ 150 penalty per short cruise per person (H.O.D departures do not apply):

- Date change; based on available ship and cabin. Price adjustments might apply.
- Change of name; based on the same held departure.

Cancellations:

- 121 days prior to departure, spaces can be released without penalty.
- 120 - 61 days prior to departure, US\$ 300 per short cruise per person shall be charged for any space released.
- 60 days prior to departure, reservations shall automatically be considered as firm; therefore, 100% of the total negotiated rate (cruise + fuel surcharge) will be charged and withheld if the booking is cancelled.

b) Charters or Half Charters

Deposits and Payments:

- A deposit of 20% of the total charter rate is required to place reservation with "priority one". If the deposit is not made, the reservation shall be given "priority two" status.
- Additional deposit to reach 50% of the total rate is required 180 days before the date of departure.
- Total outstanding balance must be paid 91 days before departure date.

Changes: Rather than cancelling services we suggest you to change the charter date: between 300 and 241 days prior to departure penalty of 10% of total charter rate based on available ship and cabins. Price adjustments may apply.

Cancellations:

- 301 days prior departure a charter can be released without penalty.

- 300 - 91 days before departure date, a full charter can be changed to a group rate without penalty (check group rates and ranges) if 25% of participants is reduced. The deposit is forfeited for cancellations exceeding this percentage.

- 90 days prior to departure, reservations shall automatically be considered as firm; therefore, 100% of the total negotiated fee shall be charged for any space released.

c) Promotional deals: "Promo" Deals; required a non-refundable deposit of US\$ 300 per person per short cruise, full payment 60 days prior to departure.

"Super Promo" deals: immediate full payment is mandatory.

Special deals apply to new bookings only. Spaces are limited, and promo deals might be modified or withdrawn without previous notice. Different offers cannot be combined.

## 2.2 Third party services

Land bookings and air tickets shall be processed only when the requests are in firm. The conditions for paying hotel services and other third parties may change depending on the individual conditions set forth by the provider.

In case of hotels in Ecuador mainland, Galápagos or Peru, non-refundable deposits, stricter payment policies, and higher cancellation costs might apply when dealing with reservations for certain lodges, boutique hotels, groups or series that require space well in advance, special events, accommodations during the high season or holidays, meals, and others.

For air tickets issuance, airfare full payment is mandatory. Any changes will be subject to Airlines' policies. Issued air tickets are non-refundable and non-endorsable. Galapagos air tickets are issued 30 days prior to departure.

Taxes and entrance fees are refundable up to 10 days prior to travel date.

In case of land services, guidance, train tickets, transportation and others, if the booking is cancelled within 30 days prior to the beginning of the tour, 20% of the total negotiated rate will be charged and withheld.

## 2.3 Payment Process

Payments can be made only in the account specified by THE BOAT OPERATOR in U.S. dollars or Euros. Major credit cards and Pay Pal are accepted, special conditions apply. Any extra expense for transferring funds must be covered by the user and included in the payment. THE BOAT OPERATOR must receive notice of payment to be able to check when money was credited. Booking shall be confirmed once the money has been completely deposited in THE BOAT OPERATOR's accounts. Otherwise, THE BOAT OPERATOR reserves the right to render the services, place said booking under request, refuse services or request payment directly from the passenger, who is held jointly liable for all terms and conditions stated in these policies and in our agreements or quotations. Priority shall be given to bookings that are completely paid for. Services shall be confirmed in a first paid first served basis.

## 2.4 Refunds and compensation

As a basic principle, no refund will be made for any unused service such as hotel or cruise accommodation, service or transportation. If a refund is obtained, however, there may be a fee withheld for administrative charges.

THE BOAT OPERATOR responsibility will not extend beyond this refund, and no payments will be made, or compensation given, in respect to claims for contingent liability or inconvenience experienced by users. No refund can be made on lost, mislaid or destroyed tickets or vouchers or on lost property.

Any complaint the user might have while on holiday must be expressed in writing by the passenger and addressed to THE BOAT OPERATOR's main office within 30 days of the termination of the tour, in order to duly process it. The complaint must also be exposed on the comment cards provided by THE BOAT OPERATOR for mainland services or cruises, and include supporting documentation. THE BOAT OPERATOR shall not accept responsibility for claims received after this period.

No refunds shall be made for any missed service or extra expenses except for those where it is possible to substantiate that they were the operator's responsibility. Any adjustment shall be considered only on the basis of the current prices directly involved

THE BOAT OPERATOR will not be held liable for any consequences or expenses incurred for any changes, cancellations, accidents, injury, death, etc. caused by any disability, whether it has been reported to THE BOAT OPERATOR or not. No refund will be forthcoming for missed sightseeing, meals, early/late departures and visits that were not enjoyed by the user.

All refunds shall be endorsed by a credit note to future bookings (minimum 3) that must include a Galapagos Cruise.

### 3. GUIDES AND GROUP LEADERS

THE BOAT OPERATOR complies with all national tourism regulations. All guides are highly knowledgeable of all areas that the passengers will be visiting as part of the programmed itineraries. THE BOAT OPERATOR provides tourists with experienced guides who are fluent in English and Spanish. Any other language must be requested when booking the space and shall be provided only if available. These can incur a charge. There is no extra charge for German, Italian and French guides when groups exceed 6 passengers on board THE BOAT OPERATOR fleet, except for scheduled departures in French and German which are available along the year (check with reservation agents), the naturalist guide may have to provide assistance, information and interpretation in two or more languages at the same time if necessary.

If at the time of tour it has not been possible to provide the guide in the language that was requested, the extra charge for this language will be refunded if already paid for; no extra compensations will be considered. Tourists must facilitate the work of guides and drivers by complying with the following: handing over vouchers when requested, respecting pickup times when transfers are required, and complying with local rules and regulations and all instructions that are given.

The customer recognizes that any local or foreign group leader who is being provided by the customer is not allowed to operate and act as a guide on Ecuadorian territory and/or the Galapagos Islands. The group leader must comply with all requests put forth by the local guide authorized by THE BOAT OPERATOR, and will otherwise be able to coordinate all steps in accordance with contract terms.

Group leaders shall not be able to change the itineraries presented by THE BOAT OPERATOR or other itineraries operated by THE BOAT OPERATOR without the prior written authorization of THE BOAT OPERATOR. Group leaders are forbidden to offer alcoholic beverages or any other substances to guides, drivers, crew members, or any other staff member of the tour.

Small groups up to 3 passengers may have one certified guide/driver assigned for their Ecuador's journey.

### GENERAL RESPONSIBILITIES

### 4. INSURANCE

It is mandatory for all passengers using any THE BOAT OPERATOR services or third-party services arranged by THE BOAT OPERATOR to obtain necessary insurance before arriving in Ecuador. Insurance is not included on THE BOAT OPERATOR cruises and tours. We highly recommend coverage for travelers and property, as well as for trip delay, trip cancellation, interruption, baggage, life insurance, medical, accident, sickness, etc. THE BOAT OPERATOR equipment meets local insurance law requirements for their operation only.

## 5. OPERATION SAFETY

THE BOAT OPERATOR has certified ships and yachts that comply with international standards and regulations. THE BOAT OPERATOR ships, yachts, and buses meet all national safety regulations and legal requirements.

If a passenger is believed to be a hazard for himself / herself or others, or causes disturbance to other passengers, THE BOAT OPERATOR representative, the ship's captain or the tour guide may refuse the passenger or terminate any cruise or mainland program for that passenger at any time, at the complete risk and expense of the passenger.

For safety reasons, THE BOAT OPERATOR will not admit on cruises or mainland tours any passenger carrying firearms or sharp weapons that could cause any injury to himself / herself or other passengers, crew, flora or fauna. Forbidden articles include guns, knives, compressed gas, corrosive substances, poison, explosives, firearms, ammunition, fireworks and flares, inflammable liquids and solids, radioactive matter and oxidizing materials.

- THE BOAT OPERATOR reserves the right to refuse, revoke, accept or restrain the further participation of any person whose actions impede trip operation or jeopardize the rights, welfare, enjoyment of the trip of other group members, who might be a hazard to himself and others, harm nature or violate regulations. THE BOAT OPERATOR also reserves the right to refuse, revoke, accept or restrain the further participation of any person it deems incapable of withstanding the hardships or meeting the requirements of participating in the activities that have been planned or contracted.

- THE BOAT OPERATOR shall not be required to refund any portion of the rate paid by any passenger who must leave the cruise or mainland service prematurely for any of the reasons specified above. Therefore THE BOAT OPERATOR will not be responsible for accommodations, meals, return transportation or other expenses incurred by the passenger for these reasons.

- THE BOAT OPERATOR shall not be held liable for the actions or activities of any passenger who consumes, purchases or obtains, by any means, alcoholic beverages or illegal drugs. Illegal drugs are



strictly forbidden on board or during THE BOAT OPERATOR's mainland excursions. Illegal drug possession shall be reported immediately. If detected, the cruise or tour will be terminated immediately and all money paid forfeited.

Any physical disability or health problem that might require special attention or treatment should be reported in writing to THE BOAT OPERATOR. In these cases, THE BOAT OPERATOR reserves the right to decline the provision of services.

- THE BOAT OPERATOR will not be held liable for any consequences or expenses incurred for any changes, cancellations, accidents, injury, death, etc. caused by any disability, whether it has been reported to THE BOAT OPERATOR or not.

No refund will be forthcoming for missed sightseeing, meals, early/late departures and visits that were not enjoyed by the user. THE BOAT OPERATOR shall not be held liable for the provision of medical care during the trip.

## 6. THIRD-PARTY SERVICES

THE BOAT OPERATOR acts only as the agent for the owners, contractors and suppliers providing means of transportation and/or related travel services, and therefore it cannot be held liable for injury, loss, or damage to person or property in connection with any service resulting directly or indirectly from, but not confined to, detention, annoyance, delays and expenses arising from quarantine, strikes, pilferage, theft, force majeure, failure of any means of transportation or conveyance to arrive and depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and in-transit discrepancies or changes on aircrafts, cruises, hotels and any other services or location, for incidents such as airline cancellations, re-routing or any disruptions of schedule, service or accommodation, for baggage lost by airlines or the independent tour operators who handle overland transfers or arrangements.

- THE BOAT OPERATOR is not responsible for the acts and/or omissions of providers (third-parties) or for any loss, damage, or expense the user may incur as a result of the acts and/or omissions of service by the third-party.

- THE BOAT OPERATOR and its associates act only as agents for passengers in matters pertaining to transportation, accommodations, or other services. As agents, tickets, exchange orders, or vouchers, if issued by THE BOAT OPERATOR, are subject to each and every term and condition under which such means of transportation, accommodation or other services are offered or provided.

- THE BOAT OPERATOR will not be held liable for, and travelers release THE BOAT OPERATOR from, any injury, damage, loss, accident, delay or irregularity which may be caused by any such third party, person,

firm or corporation in carrying out or failing to carry out arrangements previously agreed upon, or for the misconduct, whether willful, criminal or otherwise, of any such third party, person, firm or corporation in providing or failing to provide services.

- THE BOAT OPERATOR might book hotels in the Galapagos Islands (check section 2.2 for details), however, land-based tours are not sold or provided by THE BOAT OPERATOR due to quality control and restricted regulations. THE BOAT OPERATOR might refer providers only.

## 7. RESPONSIBILITIES AND LIMITATIONS OF LIABILITY

These General Conditions also apply to third parties buying services from agencies, wholesalers, and operators acting as intermediaries, via internet or any other instrument approved by THE BOAT OPERATOR. The customer accepts the general "Terms and Conditions" published and updated by THE BOAT OPERATOR and declares that he/she has read, understood, and accepted them in their entirety without entitlement to claims and that he/she is fully responsible for transmitting them to end users so that they will be apprised of them.

- THE BOAT OPERATOR refuses any and every liability from any and all claims that might be filed for loss or damage to baggage or property of the passenger; personal injuries, death; or delay as a result of the acts, omissions or negligence of any independent contractor or supplier, such as, but not confined to: airlines, cruise ships, hotels, restaurants, transportation providers, and other services or facilities.

- THE BOAT OPERATOR refuses any and every liability for any accident stemming from the practice of water sports, hikes on the islands or the mainland, or other activities outside our facilities. THE BOAT OPERATOR shall not be held liable for any loss, injury, death or harm unless it was caused by THE BOAT OPERATOR's negligence when using THE BOAT OPERATOR's own facilities in which case liability shall be subject to local laws and regulations.

- THE BOAT OPERATOR may accept children as passengers for its Galapagos trips or on mainland Ecuador, but shall not be held liable for any accident that might occur to minors. Children are the sole responsibility of their parents and/or legal guardians.

- The passenger is responsible, and pledges to compensate THE BOAT OPERATOR, for all penalties, fines, losses of money and/or expenses incurred or imposed by virtue of any act, omission or violation of law by the passenger and for any damage to the ship caused by any willful or negligent act or omission on the part of the passenger.

- THE BOAT OPERATOR reserves the right to take photographs, shoot films and comment cards of any trip and its participants, and may use any such material for promotional and/or commercial purposes. The videos or photos that might be used by the passenger for commercial purposes require prior specific authorization from National Park authorities.

- Passengers must be in sound health and physical condition. Trip members are responsible for selecting a trip that is in keeping with their abilities and interests, and to decide if their participation in the tour is safe as they will have to climb up and down during hikes, walk over uneven terrain, get on and off the

yacht or ship from a small dinghy, and travel by car and bus in Ecuador. Nevertheless, IN NO CASE SHALL THE BOAT OPERATOR BE HELD LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE BOAT OPERATOR reserves the right to restrict the participation of passengers in hikes if they entail any kind of imminent hazard for the passenger or other group members, and the passenger who is disembarked is fully liable for all related risks and costs.

No employee, servant, agent or associate of THE BOAT OPERATOR may change any of the previously listed booking conditions without the prior written consent of the Board of Directors.

#### Operation Guarantee

THE BOAT OPERATOR will endeavor to guarantee tours as far in advance as possible. Some tours, however, cannot be guaranteed until 15 days prior to departure.

Should a passenger's program be cancelled due to lack of enrollment, or for commercial reasons, the customer will be contacted prior to the scheduled departure date. The program may be re-booked or THE BOAT OPERATOR may refund the total payment made for the service not provided.

Changes in the itinerary may be made when deemed necessary or advisable by THE BOAT OPERATOR, including substitutions for comparable hotels, yachts or vessels, attractions, sightseeing or transportation units. Extra costs due to unexpected changes in the itinerary for reasons beyond our control are not included. (If an upgrade is required, higher rates may apply).

Major changes will be informed as soon as possible before departure. The user may choose between: a) accepting the change, b) accepting any alternative tour offered, or c) a refund for the service not rendered. Refunds will be made as a credit note directly to the tour operator involved or the paying party (check section 2.4 for details). If the customer decides to take the alternative offered, no further refunds or credit will be allowed unless so specified in writing. THE BOAT OPERATOR will not be held liable for any further claims. To uphold the safety and security standards that are required and to improve services, maintenance of units and dry dock might be notified without prior notice.

If it is not possible for THE BOAT OPERATOR to operate the contracted cruise or tour for causes beyond its control, within 24 hours after the departure date, the cruise/tour may be cancelled and the money paid will be refunded. In case of damage to the ship, which cannot be repaired within 24 consecutive hours, THE BOAT OPERATOR will refund the proportional amount paid from the time the ship was disabled or tour operation cancelled. In cases of force majeure or for commercial reasons, THE BOAT OPERATOR is entitled to provide a similar ship / price, yacht, tour arrangement, if available, and reserves the right to substitute it for a similar one, with or without prior notice.

In force majeure situations, THE BOAT OPERATOR reserves the right to withdraw a tour either completely or any part of it, to make alterations as deemed necessary and to pass on to tour members any outlays caused by delays or events beyond its control.

All airfares, taxes, schedules, ports of departure, time of arrival/departure and special programs are subject to change without prior notice. Local flights allow one piece of checked luggage weighing 20 kilograms.

The Galapagos cruise itineraries are subject to change without prior notice or can be operated in a different sequence. All Galapagos itineraries are under the direction of the Galapagos Park Administration or can be changed at the captain's discretion.

Mainland tour itineraries are also subject to change when there are bad weather conditions, strikes, natural events, or force majeure events beyond THE BOAT OPERATOR's control, or if a minimum number of participants is not secured. THE BOAT OPERATOR reserves the right to change the itineraries and offer the best available alternative for passengers.

There is no guarantee that specific wildlife shall be observed during a particular mainland tour or cruise. All sightings and optional activities are subject to environmental, operational conditions and passenger's physical condition.

Any independent arrangements that the passenger may partake locally that are not included in the program contracted with THE BOAT OPERATOR but are rather provided by an independent operator or local supplier shall be the passenger's sole responsibility, who is fully liable for all related risks and costs that must be paid directly to the organizer. THE BOAT OPERATOR does not supervise or control this portion of the program and cannot be held liable for delays and expenses arising from any act or omission of the organizer or any other party connected with it. Therefore, THE BOAT OPERATOR reserves the right to decline the provision of services in connection with passenger's independent arrangements.

THE BOAT OPERATOR reserves the right to change transportation and guides during the operation of the tour in case of major force situations, guaranteeing THE BOAT OPERATOR's quality standards.

## 8. JURISDICTION

This present agreement shall be governed by Ecuadorian Law and therefore interpreted within the framework of this law. In the event of a dispute between the parties as a result of the present agreement, if it has not been resolved amicably between the two parties, both THE BOAT OPERATOR and the customer shall be subject to the jurisdiction of the Arbitration Court of the Chamber of Commerce of Quito (CCQ), pursuant to the regulations of the Ecuadorian Arbitration Law. The rules for the arbitration process shall be as follows: the parties waive ordinary administration of justice and are bound to accept the rulings issued by the Arbitration Court. The Arbitration Court shall be comprised of three (3) members. The arbitration process shall be in Spanish and shall be conducted in the Arbitration Center of the CCQ and shall be confidential. All parties must cover corresponding fees and charges.