



## **Terms & Conditions of *Cabin Adventures* Bookings**

### **1. ACCEPTANCE OF TERMS & CONDITIONS**

(a) The booking of, and payment for, any cruise or cruising package ("Cruise") offered by, or facilitated through, Cabin Adventures ("Company") represents the acceptance of these Terms & Conditions of Cabin Adventures Bookings ("Terms") by any client(s) or customer(s) of the Company, including any client(s) or customer(s) traveling with one another (individually or collectively as applicable, "you," "your"). It is your obligation to read these Terms & Conditions and ensure that you fully understand same. Questions or concerns regarding the Terms & Conditions should be directed to the Company before making any purchase or remitting any payment. Any payment or purchase by you and from the Company shall be considered as an explicit and complete acceptance of these Terms & Conditions.

(b) In addition to these Terms & Conditions, you may also be bound by any terms, conditions, or requirements set or otherwise provided by the Cruise Operator (as defined in subsection (c) of this Paragraph 1, below). It is your responsibility to review any such terms, conditions, or requirements that apply, or may apply, to your Cruise.

(c) Your acceptance of these Terms & Conditions includes the understanding that the Company acts exclusively as a travel agent for Celebrity Cruises, Bliss Cruise, and/or other cruise charter operators (individually "Cruise Operator" or collectively "Cruise Operators"). The Company is not responsible for any delay(s) or interruption(s), cancellation(s), expense(s), loss(es) of life or injury(ies), or hospitalization(s) caused by, or otherwise the result of, any action(s), inaction(s), or omission(s) of the Cruise Operator(s) or any airline(s), hotel(s), resort operator(s), transportation company(ies), other cruise line(s), tour operator(s), or other supplier(s) providing service(s) to you in connection with your purchase or remittance of payment.

### **2. DEPOSIT AND PAYMENTS**

(a) Your purchase of a Cruise will require a deposit ("Deposit"). Information regarding the amount of the Deposit, as well as whether or must be paid in a lump-sum or can be paid over several payments, can be found on the Website and the Website pages unique to each Cruise. Questions regarding the Deposit should be directed to the Company before making any payment(s) in connection with same. Failure to pay the Deposit in the time or manner required may subject your Cruise booking to cancellation.

(b) Payment for your Cruise, including the Deposit (collectively, "Payment"), may be made by credit card (American Express, Visa, or Mastercard). Payment made by credit card will be processed at the time it is made, except where a payment schedule is designated. In such instances, your credit card will be charged automatically on the date a Payment is due. Charges to your credit card by the Company will appear on your statement as "Centurion Systems." You are responsible for notifying the Company of any changes to your chosen form of payment, such as

your credit card expires, or if you wish to use a different credit card. Failure to make any required Payment may subject your Cruise booking to cancellation.

### **3. RATES, FEES, AND CHARGES**

(a) All cabin rates ("Rate") and fees are posted in U.S. Dollars (\$) on the Website pages unique to each Cruise. The Rate is based on double occupancy by two (2) adult individuals, twenty-one (21) years of age or older. At the time the Cruise Operator applies your Payment, your Cruise rate is secured except in the event of a substantial increase in operating cost(s), such as fuel surcharge(s), tariff(s), or tax(es) prior to the scheduled departure date of your Cruise. In such instances, the Company reserves the right to add a Rate surcharge, not to exceed seventy and 00/100 (\$70.00) per adult individual, one hundred forty and 00/100 (\$140.00) per couple.

(b) The Rate provided by the Company is for a cabin in your chosen class of accommodation, only. Any special pricing, promotion(s), offer(s), discount(s) of any kind on your Cruise and offered by the Cruise Operators through their own direct booking service(s) is not applicable to your booking of, any payment for, a Cruise through the Company, and will not be honored or otherwise applied unless the Company, in its sole and exclusive discretion, elects to do so in whole or in part.

(c) Additional required fees or charges not included in the Rate, such as an additional fee for certain levels of accommodation or required gratuities, will be listed on the Website pages unique to each Cruise. The Company reserves the right to add a Rate surcharge for all increased or newly assessed government or quasi-government fees and taxes, port charges, or security, which are subject to change at any time and without notice. The Company further reserves the right to add any Rate surcharges required by the Cruise Operator in accordance with their terms and conditions as they apply, or may apply, to your Cruise. The foregoing Rate surcharges may be made by the Company at any time after you have paid the Deposit.

(d) In the event the Rate for your Cruise are lowered for your chosen class of accommodation, you will receive the difference in price as an onboard credit for use during your Cruise. This credit is non-refundable, non-transferable, and must be used during your Cruise.

(e) All cabins require double occupancy in accordance with the terms and conditions of the Cruise Operator. In the event you are at the dock as a single passenger, and without prior notice to the Company, you may be denied access to the cruise ship and no refund will be issued. On a case-by-case basis, and at the sole and exclusive discretion of the Company and/or the Cruise Operator, you may be permitted to board for an additional surcharge of seven-hundred fifty and 00/100 (\$750.00), immediately payable to the Company.

### **4. CABIN SELECTION**

(a) The Cruise Operators control all inventory on their cruise ships. In the event your cabin is changed to another cabin within the same cabin category, the Company will provide a one hundred and 00/100 (\$100.00) onboard credit as a courtesy and for use during your Cruise. This credit is non-refundable, non-transferable, and must be used during your Cruise.

(b) The Company maintains a “Cabin Guarantee List” for each chosen class of accommodation. Any cancellation in one class will be filled via the Cabin Guarantee List on a first-come, first-served basis. Eligibility for placement on the Cabin Guarantee List requires payment of a Deposit.

## **5. CANCELLATION**

(a) You may cancel your Cruise at any time and for any reason, in writing, and send it via electronic mail to [info@cabin-adventures.com](mailto:info@cabin-adventures.com). No verbal cancellations will be accepted.

(b) Each Cruise shall be governed by its own, unique cancellation terms and timeline, which can be found on the Website pages unique to each Cruise. Any refund(s) due will be issued in accordance with the foregoing. In the event of a cancellation by you, you cannot “sell” or “transfer” your cabin or booking to another person or person(s).

(c) In the event a cancellation by you results in a partial refund or no refund in accordance with the cancellation terms and timeline of your Cruise (“Original Booking”), the Company will provide you with the option to transfer your Payment to you to a future Cruise (“Replacement Booking”) and apply it toward the cost of same. However, should you fail to fulfill the Replacement Booking, or should you subsequently cancel the same, any reduced refund, or absence of a refund, associated with the Original Booking shall extend to the Replacement Booking. The refund of any new or additional charges, fees, or costs associated with the Replacement Booking, only, shall be subject to the cancellation terms and timeline of the Replacement Booking.

(d) The Company reserves the right to cancel any booking at any time and for any reason, or for no reason. In such event, the Company will issue a complete refund of any Payment made.

(e) The Company strongly recommends, but does not require, that you add or otherwise purchase travel protection insurance to your Cruise for certain events that may cause a delay or cancellation of your Cruise or any related travel arrangements, such as airfare, transportation, or overnight accommodations.

(f) These Terms & Conditions shall survive the cancellation of your Cruise by you, the Company, or for any other reason.

## **6. TRAVEL DOCUMENTATION**

(a) The Company strongly recommends that you travel with a United States Passport that is valid for at least six (6) months beyond the end of your Cruise. Depending on the Cruise, you may also be required to possess and maintain certain inoculation certificate(s) to enter and/or exit certain countries, including the United States. It is your sole responsibility to obtain and identify all required travel documentation for your Cruise and to have same available whenever necessary or required.

(b) You assume full responsibility to determine through your travel agent or the appropriate government authority the necessary documents.

(c) You assume full responsibility for your travel documentation throughout the duration of your Cruise. You are solely responsible for the maintenance, safety, and security of all passports, visas and other travel documents required for embarkation, travel, and disembarkation at all ports of call.

(d) Failure to possess or maintain any required travel documentation may result in your being prevented from boarding the cruise ship, whether at the outset of your Cruise or upon return for any port(s) of call or other destination(s). Failure to possess or maintain any required travel documentation may also subject you to governmental or quasi-governmental fines for which you assume full and complete responsibility. No refunds will be issued to you if you fail to bring, misplace, or lose any required travel documentation and are unable to re-board your Cruise.

(e) After your booking is confirmed and Payment is received, you will receive a Reservation Number enabling you to perform any necessary pre-boarding check-in on website for the Cruise Operator. Once all pre-boarding requirements are complete, you should print your boarding document and have it ready for embarkation. At this same time, you should print luggage tags for your luggage and attach them prior to your arrival at, and boarding of, the cruise ship. If you do not have access to a computer, the Company can produce physical copies of the foregoing documentation for you for a charge of fifty and 00/100 (\$50.00) per person. Be advised that the policies of each cruise line regarding the time, loading, and check-in of luggage may vary, and careful attention should be paid to any related terms or conditions of the Cruise Operator insofar as they pertain to luggage.

## **7. TRAVEL ITINERARY**

(a) You are responsible for ensuring you adhere to the schedule of your Cruise including, but not limited to, any itinerary(ies), boarding time(s) at embarkation, each port of call, and disembarkation.

(b) In the event a travel warning, advisory, or notice is issued by the any governmental or quasi-governmental authority that in any way relates to, or otherwise affects, your Cruise, the Company is under no obligation to notify you of same. You are exclusively and solely responsible for monitoring the issuance or existence of any such warning, advisory, or notice, as well as for your decision to proceed with your Cruise, should you so choose, and do so entirely at your own risk. If you choose to cancel your Cruise instead, Paragraph 5 of these Terms & Conditions shall govern such cancellation without exception.

(c) In the event your Cruise is ordered to depart any port of call or port of embarkation due to an order of the United States Coast Guard, Port Agent, or other governmental or quasi-governmental authority, the Cruise Operator may be required to comply. In such case, the Company shall not be responsible and shall be under no obligation to compensate you.

(d) In the event your Cruise experiences any mechanical problems, requires a substitution of, or alteration to, any itinerary(ies), is subject to any act(s) of terrorism, riot(s), labor unrest, occurrence of any epidemic(s) or pandemic(s) affecting or restricting travel, or civil uprising(s) causing the Cruise Operator to cancel, change, substitute, or postpone any scheduled itinerary or port of call without prior notice. In such case, the Company shall not be responsible and shall be under no obligation to compensate you.

## **8. CONDUCT**

(a) The Company has a zero-tolerance policy for illegal activity. In the event the Company becomes aware of any illegal activity by you prior to, or during your Cruise, any such activity shall be reported to the appropriate authorities. In the event your Cruise is cancelled or otherwise shortened in duration as a result of illegal activity by you, or a violation of any applicable Code of Conduct (as defined below), you are not entitled to any refund from the Company.

(b) You understand that the Cruise Operator may, in accordance with its own terms, conditions, and policies relating to passenger behavior and conduct (collectively, "Code of Conduct"), change accommodations, cancel or alter any activities of, deny service of alcohol to, confine to a stateroom or quarantine, search the stateroom, property or baggage of any passenger, disembark or refuse to embark any passenger at any time, without liability, at the risk and expense of the passenger, when in the sole opinion of the Cruise Operator, or the captain of a cruise ship, it is determined that a passenger's conduct or presence is believed to present a possible danger, security risk or be detrimental to themselves or the health, welfare, comfort or enjoyment of others, or is in violation of the applicable Code of Conduct.

(c) Each guest must also sign an "Acceptable Behavior Policy" and other potential agreements to the extent they are required by the Cruise Operator, which will define specific "cruise related" activities which will and will not be tolerated. Each guest must sign the agreement before boarding the ship. Refusal to do so will constitute a "No Show" and you will be denied boarding.

## **9. OFAC / TRADE SANCTION COUNTRIES**

(a) The U.S. Department of Treasury's Office of Foreign Asset Control (OFAC) administers a variety of trade embargoes and economic sanctions programs that are applied to some countries. Currently, the most restrictive measures are imposed against the following Sanctioned Countries: Cuba, Iran, Sudan, North Korea and Syria.

(b) U.S. law prohibits us from providing services and engaging in business transactions with individuals and entities located in or residents of these Sanctioned Countries. This prohibition also extends to doing business with Sanctioned Countries indirectly through third parties. This means we cannot, either directly or indirectly through a third-party market or sell vacations, make bookings, reserve tours or excursions, and provide other travel-related services to individuals or entities located in or residents of these Sanctioned Countries. To ensure compliance with these laws, we must adhere to these requirements. We know these restrictions can be challenging to our business because we operate in a global market, but as we continue to expand our operations we must maintain our vigilance in adhering to applicable trade sanctions laws.



## 10. ARBITRATION

(a) Arbitration shall be used for 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 or passenger's cruise, no matter how described, pleaded or styled, 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') and shall be heard solely in Miami, Florida, USA to the exclusion of any other forums.

(b) The arbitration shall be administered by the American Arbitration Association under its commercial dispute resolution rules and procedures, which are deemed to be incorporated herein by reference. Neither party will have the right to a jury trial nor 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 passenger 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. Passenger and Cabin Adventures further agree to permit the taking of a deposition under oath of the passenger asserting the claim, or for whose benefit the claim is asserted, in any such arbitration.

(c) All parties agree, that the verdict of the arbitration panel shall be final and binding on all parties.