Passenger Cruise Ticket Contract –2025

NOTICE TO PASSENGER: Below and attached to your Boarding Card, Passenger Cruise Ticket and (if contracted) Transfer Voucher are the terms and conditions of the Passenger Contract. Before accepting them, carefully read all the terms and conditions of the following Passenger Contract. This document is to be read along with other terms and conditions, policies published on www.cordeliacruises.com from time to time. This document is a legally binding contract issued by Waterways Leisure Tourism Limited (Formerly known as Waterways Leisure Tourism Private Limited)/ Cordelia Cruises to, and accepted by, guest subject to the important terms and conditions appearing below.

In consideration of the receipt of the full cruise fare and/or boarding and lodging on the vessel, Waterways Leisure Tourism Limited (Formerly known as Waterways Leisure Tourism Private Limited) and/ or Cordelia Cruises and/ its principals, charterers, operators ("Cordelia Cruises") agrees to transport Guest on the following terms and conditions:

**Cordelia Cruises reserves the right to correct any errors, inaccuracies or omissions and to change or update fares, policies, fees and surcharges at any time without prior notice.*

1. Construction

All references to "Passenger" singular shall include the plural. All references to the masculine shall include the feminine and vice versa. Clause headings are inserted for convenience only and do not form part of the terms and conditions of this Ticket and shall not affect its construction.

In the event Passenger has purchased a cruise voyage or other combination of multiple cruises offered for sale as a single package, such voyage(s) shall always be considered as a single and indivisible package or voyage. All terms and references herein to a Cruise or Voyage shall include and be equally applicable to every cruise voyage unless otherwise stated.

2. Agreement

In consideration of the Fare, Waterways Leisure Tourism Limited. and/ or Cordelia ("Cordelia Cruises" or "The Company") agrees by issuing the Passenger Cruise Ticket ("the Ticket") and Passenger Cruise Ticket Contract ("the Contract") to transport the person named in the Ticket ("the Passenger" or the "Guest/Guests") on the specific Voyage ("the Voyage") on named or substitute vessels subject to the terms and conditions herein. By accepting the Ticket and the Contract, the Passenger agrees to be bound by all its terms, conditions and limitations. All prior oral and/or written agreement is superseded by this Contract. All the clauses of this contract are applicable to both FIT (individual) Bookings and Group Bookings/Corporate Bookings. This Ticket and Contract cannot be amended without written and signed consent from Cordelia Cruises or its authorized representative. The Ticket and Contract cannot be assigned or transferred to any other person. Invalidity of any clause shall not affect the validity of any other clause of this Contract.

3. Parties to the Ticket and the Contract

The term "the Company" includes Waterways Leisure Tourism Limited, their parents, subsidiaries, affiliates and assigns and their collective agents, servants, employees and the charterer, operator, staff, concessionaires, independent contractors, and any tenders or other means of transport provided by the Company to the Passenger. "Passenger" includes the person or persons named in the Ticket, their heirs and assigns, and the travel agent or other person authorized to receive the Ticket and Contract on behalf of the Passenger. The "Master" is the Captain or person in charge of and commanding of the carrying vessel ("the Cruise Ship"); however the Cruise Ship and its' Master, officers, crew and registered owners are not party to the Contract.

4. The Fare

"Cruise Fare" or the "Fare" means the amount paid for the cruise sailing which includes full board, ship's ordinary food during the voyage, but not gratuities, spirits, wine, beer, soft drinks or mineral waters (except complimentary services). Cruise price or the Fare is listed in Indian Rupees (or its equivalent, if applicable) per person per night, based on double occupancy, cruise-only and capacity controlled. Cruise Fare does not include Cruise Taxes, Fees, gratuities and Port Charges. "Cruise Taxes, Fees, and Port Charges" may include any and all fees, charges, fuel sur-charges tolls and taxes imposed on Cordelia, by governmental or quasi-governmental authorities, as well as third party fees and charges arising from a vessel's presence in a harbour or port. Cruise Taxes, Fees, and Port Charges may include Indian Customs fees, head taxes, any Canal tolls, dockage fees, wharfage fees, inspection fees, pilotage, immigration and naturalization fees and environmental protection fees, as well as fees associated with navigation, berthing, stevedoring, baggage handling/ storage, and security services. Cruise Taxes, Fees, and Port Charges may be assessed per passenger, per berth, per ton or per vessel or as directed by a Governmental or Port instrumentality. Assessments calculated on a per ton or per vessel basis will be spread over the number of passengers on the Vessel. Cruise Taxes, Fees and Port Charges are subject to change without prior intimation to the Guest and Cordelia reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full. **Note:** Wharfage is a fee for cargo, good, and container handling at any Port. The fee is based on the weight or measurement of the cargo and is variable by cargo type and/or commodity. Wharfage fees are intended to help recover investments and costs associated with the provision of port infrastructure and services to handle cargo. This is applicable as per the port tariff. Infants must complete minimum 12 months age to sail on Cordelia Cruises. Infants below the age 12 months are not allowed to sail. Infants above 12 months of age and upto 2 years of age on the date of sailing shall be treated as "Infant" and no Fare shall be applicable save and except of the Port Charges. Each passenger (soul) on board, including an infant, requires a bed and Fares will be calculated on this basis. Any child between age 2 to 12 years accompanied with at least 1 adult, shall be treated as an 'adult' for the purpose of determining the applicable cruise fare.

In accordance with the terms of this agreement, detailed **Inclusions and Exclusions** specific to the category of booked staterooms shall be governed by the provisions outlined in **Schedule-A** mentioned in this agreement. Any amenities, services, or features not expressly listed in Inclusions (In Schedule-A) are considered excluded from this agreement.

Cordelia Cruises reserves the right to amend the inclusion list at its discretion without any prior notice. This includes but is not limited to changes in amenities, services and or activities provided by Cordelia Cruises. Access to certain venues on-board is subject to any private bookings by groups, corporate events, or weddings or any other events. Access to specific areas may be restricted during these private events

No Fare Adjustments: The Guest acknowledge and agrees that the fare for the booked cruise is subject to market fluctuations and company policies. The Guest acknowledges and agrees that the price of the ticket at the time of purchase is final and non-negotiable. No refund or credit will be issued to the Guest in the event that the price of the same cruise package drops at any point after the purchase has been made. Cordelia Cruises is under no obligation to adjust or modify the ticket price post-purchase, irrespective of any future changes in pricing for the same or similar cruises. This clause applies irrespective of any promotional rates or discounts offered on the same cruise after the booking has been confirmed by the passenger.

5. Nature of cruise, travel documentation, and guest's obligations

a) The Guest, without any demur, admits and acknowledges a full understanding of the character of the Vessel and assumes all risks incident to travel and transportation and handling of Guests and cargo. While at sea or in port the availability of medical care may be limited or delayed. Guest acknowledges that all or part of their voyage may be in areas where medical care and evacuation may not be available. Guest agrees to indemnify and reimburse Cordelia immediately in the event Cordelia elects to advance the cost of emergency medical care, including medical care provided ashore as well as transportation and/or lodging and/ or any incidental expenses incurred in connection therewith. Guests who embark in violation of the Ticket or the Contract assume all associated risks and agree to indemnify and reimburse Cordelia immediately for all resulting losses, costs and expenses, including without limitation those related to the

Vessel's deviation from its scheduled route, and other expenses attributable to disembarkation of such Guests.

b) Proper travel documentation and eligibility to travel is required to be arranged and procured by the Guest at the embarkation and throughout the cruise. While the ship sails in Indian Coastal, for Indian nationals, Cordelia cruises shall only accept Passport, Driving Licensee, Voters Card, PAN Card and Aadhar Card as photo identification documents for entry into port and embarkation. Foreign nationals are required to check with Indian immigration office for precise documents apart from valid Passport. Foreign guests are hereby informed that while the ship sails in Indian Coastal, it is mandatory for cruise ships to collect and submit the details of all foreign guests to the immigration authorities at every port of call. This include obtaining copies of Visas issued to the foreign nationals and making clearance for their stay in the country. To comply with these regulations, our cruise ship follows the policy of collecting and holding the passports of foreign national passengers and return it back only on the disembarkation day. This procedure is followed to ensure that the foreign national guest have the necessary documents and clearance to enter the country. Similar procedure is followed in international sailings wherein passports of all passengers (regardless of their nationality) are collected for immigration compliance purpose as aforesaid and returned only at the time of last disembarkation. **It is mandatory for each Guest to furnish original document for identification and verification for security purposes. Photocopies or photographs (including taken on mobiles or digital cameras or on any electronic device) of their respective photo-identification documents shall not be considered as valid proof of documents and Cordelia Cruises reserves its right to deny embarkation to any Guest on this account.** In addition to immigration and customs requirements, the Indian government and other agencies place restrictions on the carriage of Guests whose names appear on government watch lists or who are deemed legally ineligible to travel. It is the Guest's sole responsibility to ensure his/her legal eligibility to travel and to bring and have available at all times all required travel documents. Guests are advised to check with their travel agent and with the appropriate government authority to determine the necessary documents and travel eligibility requirements for their particular cruise. Cordelia at its sole discretion may cancel the booking of any Guest who is or becomes ineligible to travel for any reason whatsoever, or who is traveling without proper documentation. Any such Guest, or any Guest who fails to board the ship at embarkation, shall be ineligible to board the ship thereafter without Cordelia's consent, and shall not attempt to do so at the same or another port. Under these circumstances the Guest shall not be entitled to a refund or compensation of any kind whatsoever. Guest is 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 India. Under no circumstances shall Cordelia be liable for any costs, damages or expenses whatsoever incurred by any Guest as a result of such failure, cancellation or denial of boarding.

c) Guest acknowledges receipt of Cordelia's applicable brochures and travel information in any form and agrees to abide by the terms and conditions of not just this Contract, but also the information contained in Cordelia's brochures, website and other literature, including but not limited to the information contained in the "Policies", "Frequently Asked Questions", "Travel advisories" and "Embarkation Information" sections.

d) Guest acknowledges that, for a voyage commencing in an Indian port for a round-trip voyage via one or more Indian ports, Guest must complete the voyage and disembark at the embarkation port or at the Indian port as may be called by Cordelia. Failure to do so may result in a fine or penalty being imposed by the Indian Customs Service or other governmental agency. In consideration for the fare paid, Guest agrees to pay any such fine or penalty imposed because of Guest's failure to complete the voyage.

e) Cordelia reserves its right to refuse boarding to any Guest under the age of Eighteen (18) years unless the Guest is traveling in the same stateroom/ cabin with an individual of age Eighteen (18) years or older or with a parent or guardian in an accompanying stateroom/ cabin. Adult Guests agree to be responsible at all times for the safety and behaviour of their minor during the entire cruise vacation. Guests who are travelling with minor agree to properly supervise and monitor, at all times, their minors traveling with them. Children under the age of 18 years must not be left unaccompanied on the ship whilst visiting a port of call. Infants aged above 12 months but below 24 months must remain with their parent/legal guardian at all times. If a child or teenager displays dangerous or disruptive behaviour, the 'Rights of the Captain' will be applied to both parent/legal guardian and child/teenager. Children's access to pools and spas may be restricted and adult supervision is required.

f) Proof of age is mandatory and shall be produced by Guest on request. Cordelia shall not be liable to make any refunds or for any damages with respect to any Guest's failure to comply with this provision.

g) Guests must attend the mandatory safety briefing at the commencement of the cruise and any subsequent briefing ordered by the ship's officer during the cruise. Guests shall strictly comply with all onboard health, environmental and safety policies and procedures, and shall familiarize themselves with the nature and character of the ship, as well as, all emergency exits, to assist with safe evacuation in the event of an emergency. It shall be deemed that all Guests are fully aware of all the policies, notices, cruise contracts etc. of Cordelia and no Guest shall manifest any ignorance or unacquaintance of such contracts and policies of Cordelia for any reason whatsoever.

h) Tenders**:** In some ports the ship will anchor offshore and use smaller boats which hold around 100 people (known as tenders) to transport guest to shore. Guests will go to a tender platform from which they will board the tender. On occasion and due to operational reasons, it is necessary for us to switch from a docked port of call to a tender. Please note that the passengers use tenders at their own risk. Cordelia Cruises shall not be responsible for any damage to property or personal injury suffered in using a tender, where that loss or damage is not attributable to the acts or omissions of Cordelia Cruises.

i) Cruises to Ports outside the jurisdiction of India: Notwithstanding anything contained in the Contract to the contrary, the following terms and conditions shall additionally apply for any cruise that includes any port of call outside the jurisdiction of India:

j) All Guests must strictly comply with all applicable requirements of law and regulations whatsoever and all of Cordelia's instructions with respect to visiting any port of call outside the jurisdiction of India, regardless of their nationality.

k) The risk and responsibility of entry and exit from such port of call outside the jurisdiction of India in terms of, including but not limited to, visa documents or other documents or any eligibility criteria shall be solely of the Guest and Cordelia shall not be liable for any denial, rejection, losses, damages, expenses, costs suffered or incurred by the Guest.

6. COVID 19 related Travel Advisory:

Cordelia Cruises may for any reason at any time and without prior notice, cancel, advance, postpone or deviate from any scheduled sailing, port of call, destination, lodging or any activity on or off the Vessel, or change port of call, destination, lodging or activity in case of any actual or suspected COVID-19 infection, Cordelia Cruises shall not be liable for any claim whatsoever by Passenger, including but not limited to loss, compensation or refund of Ticket Price, by reason of such cancellation, advancement, postponement, substitution or deviation.

Cordelia Cruises shall have the right to comply with any orders, recommendations, or directions whatsoever given by any State/Central governmental entity or by persons purporting to act with such authority and such compliance shall not be deemed a breach of the Passenger Cruise Ticket Contract and that the Passenger cannot assert any claim for liability, compensation or refund. Cordelia Cruises shall not be liable for any costs in respect of impromptu medical tests or quarantine as prescribed by the state/ central administration during embarkation and disembarkation a port calls.

However, in case of Cancellation of sailings on any Covid -19 grounds, Guests may reschedule their sailings at a later available dates as will be communicated by Cordelia Cruises.

Guests are highly recommended to read and understand all travel advisories published by state/ central administration prior to embarkation and disembarkation to avoid any disappointments.

7. Travel Insurance

The Company strongly recommends that passengers obtain travel insurance to help protect against certain losses. We may offer plans through third party insurance companies that provides coverage for Trip Cancellation, Baggage, Emergency Assistance and Transportation, Medical and more on their terms and conditions. However, such third-party insurance companies are merely independent parties and passengers are liable to solicit them at their own risk and costs. Passengers should be aware that some forms of routine health insurance do not protect passengers when outside of their usual location of residence.

8. Cancellations, Delays and No Refunds policy of Cordelia Cruises applicable to both FIT booking & Group/Corporate booking.

a) The Cruise Ship's operation is subject to weather conditions, mechanical problems, vessel traffic, government intervention, duty to assist other vessels or persons in distress, availability of berth facilities, and other factors beyond the Company's control.

b) The Company does not guarantee that the Cruise Ship will call at every advertised port or follow any particular route or time schedule. The Master and the Company shall have an absolute right to cancel, change or substitute the advertised schedule, ports, itinerary or route, or substitute other ships, without notice. If a scheduled port of embarkation is substituted, the Company shall determine and arrange transportation to the substituted port at no expense to the Passenger.

c) Cordelia Cruises may be forced by 'Force Majeure' to cancellation, change or terminate the scheduled Cruise before or after departure time. Such a situation is beyond the control of Cordelia Cruises. If such a situation does occur Cordelia Cruises will not be liable to provide any refunds or pay any compensation or meet any costs or expenses Guest may incur as a result of such cancellation or change or termination.

d) Cordelia may, without prior notice, at any time prior to departure cancel the cruise in circumstances beyond the control of Cordelia Cruises, but not limited to, unavailability of the Vessel, whether through charter out or owing to over booking of cabins, or otherwise. In this case Carrier will inform Guest as soon as is reasonably practical and offer Guest an alternative Cruise as and by way of a non-transferrable and non-encash able Credit Note of value equal or slightly higher value than the value of Cruise Ticket, which shall be valid for specific period along with other terms and conditions as mentioned in the credit note. The guest agrees to redeem such Credit note before its expiry as the validity of the credit note shall not be extended. Notwithstanding anything to the contrary elsewhere in this agreement, the guest agrees and acknowledges that No Refunds whatsoever will be made in event of cancellations of cruise done by Cordelia under this clause 8. The guest acknowledges and agrees that if the cruise itinerary is cancelled by Cordelia, for any reason, any travel or accommodation expenses incurred by the Guest to reach the port for embarkation shall not be reimbursed. Such expenses include but not limited to airfare tickets, cab/taxi/coach/bus expenses, accommodation, Food and Beverages expenses and any other nature of expenses incurred by the passenger before the intended embarkation. The guest acknowledges and agrees that once a booking is confirmed and payment is processed towards paid services available on-board/shore-side, no refunds will be provided regardless of the circumstances.

e) Bookings will be held until (2) Hours prior to scheduled departure time. No refunds will be made in the event of "no shows", unused tickets, lost tickets, interruptions, partially used tickets, cancellations received late or after the start of the cruise. No credit note shall be issued in such cases. Cordelia strongly recommends the purchase of insurance with respect to trip cancellations. For cancellation charges related to group bookings, partial ship charters or full ship charters refer to your charter contract or group booking Supply agreement for terms and conditions.

9 Miscellaneous Policies for Group Booking

a) Cordelia's Polices are subject to change without prior notice and therefore Guests are strongly advised to refer to these policies published on website www.cordeliacruises.com from time to time. These polices are to be read concurrently with this agreement and shall be deemed to form the part of this agreement.

b) The Group/Corporate must send a list of Passengers within 15 working days before sailing date and final list not less than 7 working days before sailing date, failing which Cordelia Cruises shall not be held responsible and liable for refusing boarding to Passenger.

c) Any special requirement of the Group/Corporate in terms of food requirements (Jain food) must be communicated to Cordelia Cruises not less than 7 working days before the sailing date, failing which Cordelia Cruises shall not be liable monetarily or otherwise for unable to providing such requirements.

d) In case of any "Event" to be conducted by Group/Corporate onboard, shall solely undertakes at its own cost and liability to procure all the "Event" related necessary permissions/Licenses from the Govt. authorities. Licenses may include any license under Copyrights, Trade Marks or any other

license/permission whatsoever required before conducting such "Event" as contemplated to be conducted on the ship by the Group/Corporate.

e) For any "Event" related materials to be brought on board including but not limiting to Branding materials, Food materials (eg sweets for wedding ceremonies etc) 20 days' advance written request must be submitted to Cordelia Cruises for prior approval.

f) Group/Corporate agrees that any "Event" related materials to be carried inside port area is subject to approval from Port Customs department and prevailing Govt. Charges may be made applicable.

g) Cordelia Cruises and onboard crew of ship "Empress" reserves absolute right to refuse entry of any material brought on board regardless whether or not the Custom department has approved the materials. Onboard crew members shall not be responsible to any damage caused to such material brought on board which shall remain the sole responsibility of the Group/Corporate (and Passengers). Please refer to Cruise Ticket Contract for more details.

h) The Group/Corporate shall ensure that any and all materials but not limited to branding materials used in connection with the ship's exterior do not cause any damage to the Ship's exterior or Structural component. In the event that any such damage occurs Cordelia Cruises reserve the rights to recover the same from the Group/Corporate.

i) Timings in respect of boarding, departure and return may change subject to weather conditions. Cordelia Cruises, Ship "Empress" or its Directors, promoters, employees, Crew members shall not be liable for any such events beyond the control of Cordelia Cruises.

j) Subject to clause above, all incidental transaction should be pre- loaded for all the Group Passengers (guest) in their key card (no cash transactions) at the time of check in process and the balance amount if any, left in the key card shall be refunded on the day of disembarkation;

k) Cordelia Cruises or ship "Empress" is not liable monetarily or otherwise for any third party services/products availed/purchased on board the ship by the passengers. (Please refer to Cruise Ticket Contract)

l) All incidental charges like WIFI, Laundry, IDR (In room dining), Beverages (soft & hard), paid shows, Saloon and Spa & Snacks ordered by individual guest at different venues must paid directly by the Passengers/guest upon consumption.

m) Duties, Taxes and other impositions:
The Group/Corporate shall be responsible for paying their respective governmental dues, duties, taxes (including but not limited to income tax, withholding tax, Sales Tax, Value Added Tax, GST, etc.), bank charges levied by local banks and other statutory impositions (collectively referred to as "Charges") arising from and in connection with the sales, collections and remittances of the cruise fares under this Agreement.

n) <u>On-board 'Event' Related Policy for Group booking /Corporate-</u>

i) The Group/Corporate agrees that the Group/Corporate is at liberty to conduct 'Events' either by itself and/ or through any third-party Contractor/Event Management Company; the Group/Corporate agrees to abide by the Covenants below and shall refer and inform the same to such appointed Event Management Company:

ii) The Parties agree that organizing events such as Weddings/Big Family Gatherings on cruise vessel requires understandings of the ship safety protocols and onboard logistics challenges which is way different from organizing the events onshore. Without an expert event management company overseeing onboard event, there are risks such as inadequate safety protocols, logistical challenges in a unique cruise environment, and potential regulatory oversights could significantly escalate during the events on cruise vessel. Provided the Event is related to Weddings or Family Events, The Group/Corporate may require to appoint an Independent Third Party Event Planner identified by Cordelia Cruises having specialised training and skills to plan and execute Weddings/Family Events on Cruise Vessels. It is mandatory that wedding events and big family Events should be conducted under the supervision of the Cordelia Cruises' Identified Third Party Event Planner. The Group/Corporate is at liberty to negotiate and bear the Services Charges of identified event Planner. It is also agreed by the parties that Cordelia Cruises Identified Event Planner shall be solely responsible in respect of the quality of their services they provide to the Customer and Customer

agrees not to hold Cordelia Cruises, Vessel, onboard crew responsible for any deficiency in services/products offered by Identified Event Planner. Provided the purpose of this agreement is to conduct Weddings/Big family Events onboard, the Group/Corporate agrees to adhere to this clause;

iii) The Group/ Corporate conducting such event ensure that its third-party contractor Event Management Entity agrees and accepts full responsibility and liability for all such risks including but not limited to any medical expenses for any bodily harm that might occur to any individual or Cordelia Cruises by reason of hosting such entertainment on the ship;

iv) Any kind of temporary works/decorations/installations to be made on ship by the Group/Corporate shall be intimated to Cordelia Cruises and the same shall be pre-approved in writing by Cordelia Cruises. In the absence of such written approval from Cordelia Cruises, The Group conducting such an event shall not be entitled to carry out such temporary works/ decorations/installations on the ship;

v) The Group/ Corporate conducting such events must agree that its third-party contractors or Group/Corporate shall be forthwith liable to pay all applicable charges, fees, custom duties, taxes etc. for bringing such materials/articles on board the ship. Cordelia Cruises, Ship "Empress" or onboard crew shall be in no manner responsible for any loss (monetary, bodily or otherwise) caused by or caused to such articles/materials/decorative articles while they are brought and/ or stored onto the board the ship;

vi) Such temporary works/ decorations/installations on the ship and the materials/ articles to be brought on board the ship shall be made under the supervision and guidance of the technical staff/ crew members of Ship "Empress". However, it shall be the sole responsibility of the Group/Corporate and its appointed third-party contractor organiser to take all safety measures and precautions on ship, at its cost, for their workers/employees/agents while they work/decorate/install temporary materials/ articles on the Ship;

vii) The Group/ Corporate conducting such event irrevocably and unconditionally agree to release and indemnify Cordelia Cruises, its promoters, directors, officers, Empress vessel, employees, crew members, Customers, agents, assigns, and volunteers ("released parties") from and against any and all claims, demands, actions, complaints, suits or other forms of liability, whatsoever, that any guest or any released parties may sustain (a) arising out of bringing, storing and installing such materials/ articles related to such Event onboard the ship; or (b) arising out of any damage or injury caused to any guest or released parties by bringing, storing and installing such materials/ articles related to such Event onboard the ship. The Group/Corporate also agree to indemnify and hold harmless Cordelia Cruises and "Empress" Crew from all claims, whatsoever, including but not limited to any and all related costs, attorney/ legal fees, liabilities, settlements, and/or judgments.

10. Non-use or Partial use of the Ticket

Guests are hereby informed that the embarkation process will be stopped 2 hours before the Scheduled Sailing time. It is the responsibility of the Guests to remain present well in time for embarkation. If the Passenger fails to board the Cruise Ship before departure, or joins the Cruise Ship at another port, or leaves the Voyage while in progress, the Passenger shall not be entitled to any refund of the Fare. The ship's scheduled time of departure and deadline for all to be onboard is published in the ship's daily program and posted at the gangway for each port ("All Onboard Time"). It is highly recommended for guest to be on board the ship atleast 1 hour before the All Onboard Time to avoid any untoward incident. The Company shall have no liability whatsoever in the event Passenger fails to embark the vessel before the All Onboard Time and in all such cases Passengers are responsible for their own travel arrangements and costs of transportation home, to the port of embarkation, or to another port to re-join the Vessel (where allowed by law).

11. Payments and Notices

Reservations can be made and accepted through travel agency and/ or directly through Cordelia Reservation System. In order to secure a confirmed reservation a full Fare needs to be received by Cordelia Cruises well in advance failing which Cordelia Cruises reserves its rights to cancel the reservation subject to the terms and conditions as mentioned herein.

If the Ticket has been purchased through any travel agent, tour company, group, organizer traveling companion, or booking representative ("the Agent"), the Passenger authorizes the Company to give any notices and to pay any refund owed to the Passenger to the Agent on his behalf. The failure of the Agent

to pay the full Fare to the Company is considered a breach of Contract by the Passenger when the Ticket has been purchased through an Agent. Such Agent shall be deemed in all respects to be the Agent of the Passenger and not of the Company.

12. Extra Charges

a) The Passenger shall pay in full all charges for goods and services incurred, or incurred by the Company on his behalf, before the end of the Voyage and/ or disembarkation.

b) The Guest shall be liable to and shall reimburse Cordelia or the Master of the vessel for any fines or penalties imposed on Cordelia by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Guest's failure to observe or comply with local requirements in respect of immigration, border patrol, customs and excise, health, environment or any other government regulation whatsoever, and the Guest shall be liable for any and all losses and fines caused by their actions in regards to illegal dumping or pollution of any kind, including discharge of any item into the ocean and/or waterways. For Guests who embark the vessel in violation of the Cruise Ticket Contract terms, any/all resulting damages, losses, costs, expenses, credits, refunds and related claims, including without limitation those related to a deviation of the vessel will be caused to disembark such Guests.

c) Guest wishing to use USD dollars currency on-board must carry valid copy of his passport and PAN Card. In accordance with the provisions of section 139(5) of Income Tax Act, 1961, In case of any purchase made (including but not limited to purchases made onboard), for which the payment made in cash against a bill or bills at any one time exceeds Rs. 50,000/-, it is mandatory for the guest to provide a valid copy of his PAN Card as issued by Government of India.

13. Security

The Passenger shall present himself for boarding at least two (2) hours before scheduled departure to complete any pre-boarding procedures and security inspections. For security reasons, the Passenger agrees that agents of the Company may search the Passenger, his cabin, his luggage, and any accompanying property. The Company shall have the right to confiscate any articles carried or contained in any luggage which the Company, in its sole discretion, considers dangerous or pose risk or inconvenience to the security of the Cruise Ship or persons on board. Passengers are prohibited from bringing on board any alcoholic beverages, articles, electrical appliances which pose a fire hazard, or articles such as a weapon, knives, sharp tools, dry cell batteries, blades, swords, firearms, contraband, ammunition, explosives, incendiary devices, or their toy replicas or other dangerous items are strictly prohibited aboard the vessel. The Company reserves the right to search any person, cabin, berth or other part of the Cruise Ship for security reasons at any time. In any wedding, corporate occasion or any other social event organised on board, the Guest agrees that decoration articles/materials carried/brought on board by the Guest shall be stored at a place as directed by crew member. Cordelia Cruises security screening policies respects Indian or any country's religious or cultural beliefs and practices. At the time of embarkation, security photos are taken and therefore guests must remove hats and sunglasses and for those who may be wearing veils or burqas shall reveal their face identity in a closed curtain cabins in presence of only lady security officer of the ship. Anyone (including women guest in veil/burqa) unwilling to remove these items for the security photo or secondary security screening (when necessary), will be denied boarding with no refunds. The Guest will be solely responsible for any and all damage and/or loss caused by violation of this policy.

14. Health and Fitness to travel

The Passenger warrants that he is fit to travel by sea and that his conduct or condition will not impair the safety of the Cruise Ship or inconvenience the other Passengers. Any passenger with a condition that may affect his fitness to travel is strongly encouraged to check with their personal physician regarding their ability to travel and to obtain a written physician's certificate of Passenger's fitness for a domestic and an international sea voyage. Such certificate may be demanded by Company or staff of Cordelia Cruises at any time during the voyage. If it appears to the Company, the Master or the Cruise Ship's Doctor in their sole discretion that a Passenger is for any reason unfit to travel, likely to endanger health or safety, or likely to be refused permission to land at any port, or likely to render the Company liable for Passenger maintenance, support or repatriation, then the Company or the Master shall have the right to take any of the following courses and the Company shall have no further liability to Passenger: (i) Refuse to embark the Passenger at any port; (ii) Disembark the Passenger at any port; (iii) Transfer the Passenger to another

berth or cabin; (iv) If the Cruise Ship doctor considers it advisable, to place and confine the Passenger in the Cruise Ship's Infirmary, to Passenger's cabin or any other cabin, or to transfer the Passenger to a health facility at any port, all at the Passenger's expense. Passenger acknowledges that travel by sea involves certain risks and hazards including motion of the vessel by sea conditions, and the delay and/or impossibility of immediate evacuation from the vessel in the event of a medical emergency depending on the vessel's location and prevailing sea and weather conditions. The Company shall have no liability and shall owe no full or partial refund in the event the Passenger is refused passage, disembarked, confined to the infirmary or their cabin, or transferred to another berth or cabin pursuant to this section.

Pregnant women are highly recommended to seek medical advice prior to travel at any stage of their pregnancy. Women who are up to 23 weeks pregnant at the end of the cruise are required to produce a medical certificate of fitness to travel. The Carrier cannot for health and safety reasons carry pregnant Passengers of 24 weeks or more at the time of embarkation or any time during the sailing. The Carrier reserves the right to request a medical certificate at any stage of pregnancy and to refuse passage if the Carrier and/or the Master are not satisfied that the Passenger will be safe during the passage.

Guests are responsible in making their choice of food on board. Cordelia Cruises takes utmost care in maintaining hygiene standards. Guests having special dietary requirements must inform Cordelia Cruises of the same 14 working days in advanced from the sailing date.

15. <u>Smoking and tobacco Policy</u>

a) Cordelia Cruises respects the needs and desires of all Guests, and we have considered carefully the subject of those who smoke and those who do not. In compliance with international standards, smoking may be permitted only in designated areas only.

b) In principle, smoking is not permitted in any onboard common areas, passage ways, swimming pools, entertainment areas, theatre, conference halls, any decks, onboard shops, food service areas (buffets and restaurants, the medical centres, child-care areas, corridors or elevator foyers, areas where Guests are assembled in groups for safety exercises, disembarkation or tour departures, public toilets, or in bars close to areas where food is served).

c) Smoking is strictly prohibited in all staterooms and stateroom balconies. Cordelia Cruises reserves the right to levy a fine upto US $ 1000 (or its equivalent) should passengers be found smoking outside the designated areas for smoking of the vessel and may also lead to forthwith disembarkation. Throwing cigarette butts over the side of the ship is also strictly prohibited and shall attract heavy fines.

d) Consumption of substances like Pan Masala/gutka/chewing tobacco by any Guest is not encouraged on board. Any instances of spitting in and around the Cruise Ship especially in the smoking zones and state rooms by Guest shall attract fine up to US $ 1000 (or its equivalent).

e) In the interest of safety of the Passengers and Onboard Crew Members, any act of intoxication, possession, distribution, dealing, buying, selling, consumption of any materials such as Narcotic and Psychotropic Substances/contrabands or hallucinogenic illegal drugs, e-cigarettes are punishable Criminal offense under Narcotics Drugs and Substances Act, 1985 (as amended from time to time) and other Indian Laws and are not permitted onboard the ship. Passengers not under physical possession of illegal drugs but otherwise under “Conscious Possession” or under “Knowledge of possession” of illegal drugs by its fellow passenger, shall be treated as equally responsible for possessing the illegal drugs and such Passengers shall be subjected to onboard Security procedures and investigations. Additionally, Cordelia Cruises reserves the right to notify appropriate Govt. Drug Vigilance Authorities (Narcotics Drugs Bureau) of any such incident occurred onboard. During the embarkation process whose, ability to behave is impaired by the reason of apparent consumption of alcohol, illegal Drugs, in the sole opinion of Cordelia Crew, shall be refused from embarking the ship at the sole cost of such passenger. Passenger agrees that Cordelia Cruises shall have the right to require from Passengers and passengers shall be duty bound to submit to random drug testing during the embarkation process or anytime while on voyage without prior notice.

16. Alcohol Policy

a) Cordelia Cruises prohibits liquor consumption by minors and the quantities consumed by Adults that lead to the disruptive behaviour of others on board for safe onboard environment. This policy pertains to all cruise durations.

b) Guests must be above 21 (twenty-one) Years of age or as per applicable law for consuming Liquor. The Guest is strictly prohibited from sharing or offering liquor to any other Guest below age of 21(twenty-one). Guest agrees that he shall drink responsibly on board complying with all Ship policies and Code of Conduct. Moreover, Cordelia shall not be liable for any health issues caused to any guest due to such Liquor consumption. Cordelia Crew member reserves the right to refuse to serve alcohol to any Guest in his own discretion.

c) Guests are strictly prohibited from bringing any alcohol bottle/ alcoholic/ non-alcoholic beverages on board. Cordelia reserves the right to confiscate the alcohol in possession of the Guest and shall return the same on disembarkation of the Guest. Any storage done by Cordelia in this respect shall be at the risk and cost of the Guest and Cordelia will not be responsible for any loss/ damage or theft of Guests Alcohol while stored.

d) Group/Corporate/FIT agrees that on board crew can serve alcohol only when the ship crosses the 12 nautical miles' mark from the coast which is closer to 90-120 minutes from sailing for all the ports.

17. Outside/ Home Packed food/Drink

a) Guest are prohibited from carrying any eatables, food products, home packed food, fruits etc (sealed or open) on board. Such food items carried by Guest shall be confiscated at the time of embarkation and return the same on disembarkation of the Guest. Any storage done by Cordelia in this respect shall be at the risk and cost of the Guest. Moreover, such products being usually perishable in nature may be discarded and disposed of immediately at the sole discretion of Cordelia.

b) Similarly, Guest are also not allowed to carry any non-alcoholic beverages (i.e., sparkling water, sodas, juice, milk) packaged in cans or cartons on board on embarkation day. Such drinks will be confiscated and discarded, and no compensation will be provided.

18. Young Guests

a) Adult Passengers traveling with Minor Guest (under age 18 (eighteen) years) or below shall be fully responsible for that minor's conduct and behaviour. Parents and guardians are responsible for monitoring the actions of their minor Guest at all times. Passengers shall refer and strictly adhere to Cordelia various Policies in order to consume beverages/ smoking or participate in games or other age-restrictive entertainment facilities. Minor Passengers are subject to all the terms contained in this Passenger Contract and other various Cordelia Policies.

19. Code of Conduct

We welcome you aboard and wish you a wonderful vacation on our vessel. We want every guest to have a truly enjoyable cruise experience. All Guests are strongly advised:

a) The cruise company maintains a strict zero-tolerance policy towards disruptive behaviour. Guests who create a nuisance, incite unrest, or attempt to instigate mutiny including but not limited to aggressive confrontations, false accusations against crew, false accusations against the vessel of being unsafe or encouraging collective disobedience, instigating the others passengers to demand refunds and create chaos/ruckus onboard, will face immediate disciplinary action. The crew under the instructions of Master of the vessel reserves the right to refuse, restrain, confine or discontinue sailing to anyone who, in onboard crew's judgment, is conducting themselves in a manner that adversely affects the cruise experience of others.

b) Shipboard team prohibits liquor consumption by minors and the quantities consumed by Adults that lead to the disruptive behaviour on board for a safe onboard environment. Guests are expected to consume alcohol responsibly. Shipboard team reserves the right to limit or refuse alcohol service to any

Guest who, in the judgement of the shipboard team, shows signs of intoxication or engages in behaviour that is dangerous to onboard crew or other Guests.

c) Guests must be considerate of their fellow guests while on board. Guest's behaviour under the state of intoxication or otherwise affecting the comfort, enjoyment, health, safety or well-being of other guests or onboard crew members or other staff of Cordelia Cruises will not be tolerated. The Guest (including minor guests who are supervised by their adult guardians) that they must not engage themselves in any lewd, lascivious, indecent, obscene activities, outrageous behaviour and/or commit any offense including sexual assault/harassment on adult/ minor Guest, Crew member while on board. The Guest agrees that violation of this policy by the Guest (whether intoxicated or not) may result in onboard confinement (preventive detention) or disembarkation of the Guest from the Ship. The Shipboard team may charge a penalty of USD 1000 per person (offender) per violation or even for attempting to commit violation and claim additional compensation for damaging (if any) the shipboard property. The shipboard team reserves the right to handover the custody of the offender to the investigating/ police authorities at the time of disembarkation. In addition to the penalty charges levied by shipboard team, Cordelia Cruises reserves right to initiate prosecution under Civil/Criminal Law of Bharat which may include Penal Charges under Bharatiya Nyaya Sanhita 2023, Protection of Children from Sexual Offences (POCSO) Act, 2012 etc.

d) Guests are strongly advised not to interact with the crew members more than what is required to have an enjoyable Cruise vacation.

e) Guests violating the above policies shall be subjected to Captain's discretion in respect of the right to confine (preventive detention), sedate or disembark such Guest at Guest's cost and ban from future travel with Cordelia Cruises. Guest shall receive no refund of ticket and the Guest shall incur its own expense for repatriation and travel in such cases. In addition, the Guest will not be entitled to any refunds. While the Captain will always act reasonably in these circumstances, the guest hereby accepts that the safety, wellbeing of each Guest and Crew member is Cordelia Cruises' utmost priority.

20. Onboard activities risk disclosure and acknowledgment

It shall be deemed that Guest shall have read and acknowledged all the terms and conditions in respect of the activities conducted on board the ship. Participation in the onboard activities is fully voluntary. Guest agrees and acknowledges there may be risks associated while participating in such activities.

Warning/ acknowledgment of risk: onboard activities are voluntary and are not suitable for all Guests. You or your children may suffer minor or serious physical injury(s) or even death. The risks of injury include (but are not limited to): broken bones, fractures, concussions, dizziness, motion sickness, dislocations, contusions, torn ligaments and tendons, sprains and strains, cuts to the head, body and/or limbs, torn finger and toe nails, bumps and bruises, property loss or damage, abrasions and/or lacerations. Although rare, catastrophic injuries may occur, and could include permanent disability, spinal injury, paralysis, or death. Participants elect to voluntarily participate in the activity(ies) with full knowledge and acceptance of any and all risks associated with the activity and identified below. Parents and legal guardians travelling with minor children who engage in the activity are deemed to have warned the children of these risks and assumed the risk on the child's behalf.

21. Medical services by independent contractors

Due to the nature of travel by sea and the ports visited, the availability of medical care onboard the Vessel and in ports of call may be limited or delayed and medical evacuation may not be possible from the Vessel while at sea or from every location to which the Vessel sails. Passenger shall pay for all medical care or other personal services requested or required, whether onboard or ashore, including the cost of any emergency medical care or transportation incurred by Carrier and any costs associated with the provision of medical services. If Passenger is unable to pay and the Carrier pays for such expenses, then Passenger shall reimburse Company for those expenses. The Cruise Ship's doctor and medical personnel are independent contractors. The Cruise Ship's doctor and medical personnel are not under the Company's or Master's control in their treating or diagnosis of Passengers, and the Company shall not be liable in any way for medical services or medicines provided or not provided. The Company shall not be liable in any way for referring guests ashore for medical services or for the actual medical services rendered ashore.

22. Other independent contractors

The Cruise Ship carries on board service providers who operate as independent contractors. Their services and products may not be included in the Cruise Fare, and the Company is not responsible for their performance or products. The limitations referred herein shall apply to all independent contractors and their employers, all of whom are considered beneficiaries under this contract.

23. No Liability in respect of Shore excursions, tours, facilities or other transportation provided by Third Party Independent Contractors

All arrangements made for or by Passenger for transportation (other than on the cruise ship) before, during or after the Cruise or Cruise Tour of any kind whatsoever, as well as air arrangements, shore excursions, tours, land transport, railways, hotels, restaurants, attractions and other similar activities or services, including all related conveyances, products or facilities, are made solely for Passenger's convenience and are at Passenger's risk. The Passenger acknowledges and agrees that the providers, and operators of such services, conveyances, products and facilities are Third party independent contractors and are not acting as agents or representatives of Company (Cordelia Cruises). Cordelia Cruises although making such arrangements and offers for sale shore excursions, tours, hotels, restaurants, attractions, the land tour and other similar activities or services taking place off the cruise ship, it does not undertake to supervise or control the management such services which is the sole responsibility of such third party independent contractors or their employees; Company (Cordelia Cruises) does not maintain their conveyances or facilities, and makes no representation, warranties, guarantees whether express or implied, regarding the suitability or safety or merchantability of such services provided by third party independent contractor. In no event shall Cordelia Cruises and Cruise Ship be liable for any loss, delay, disappointment, damage, injury, death or other harm whatsoever caused to Passenger which occurs on or off the Cruise Ship or the transport as a result of any acts, omissions, deficiency in services or negligence of any third party independent contractors. All Guests who have pre-booked shore excursions are required to visit the Shorex counter on-board to collect their sightseeing tickets. Failing which the guest may not participate in the scheduled shore excursion activities.

24. Passenger's Luggage and Personal Property

Guests are encouraged to limit their checked luggage to three bags per person (each piece not exceeding 20 kgs in weight) and total weight of baggage per person no exceeding 50 kgs. Any excess baggage shall be charged at INR 300 per kg. For further information on Luggage allowance please refer to the Cordelia Cruises - Onboard Policy.

a) Passenger's luggage and property must be stored entirely within the Passenger's stateroom and shall include only personal belongings, and any commercial property shall be subject to an additional charge.

b) Company is not responsible for loss of or damage to electronic devices (including but not limited cellular phones, computers, tablets, music players, or cameras), jewellery, cash, documents, negotiable instruments, fragile or perishable items, or items of unusual value, all of which guest must carry onboard rather than placing in checked baggage.

c) No live animals or birds are permitted on board, except specially trained assistance guide dogs required by Passengers with mobility difficulties and provided the guide dog has all required licenses and documentation including medical practitioner's certificate and provided prior written permission is obtained from the Company of same at the time of booking and has confirmed acceptance of such guide dog. The Company shall not be responsible for such guide dogs and Passengers should check with all jurisdictions to be visited on the ship's itinerary to ensure such animals are allowed ashore in such jurisdictions and are not subject to quarantine. The Passenger shall have full responsibility for such guide dogs and shall indemnify the Company for any damages or liability caused by such dogs. Guide Dogs shall not be left unattended onboard the vessel at any time.

d) Although Cordelia Cruises may have facility for few wheelchairs, however the Company cannot guarantee each Guest with the provision of wheelchairs or other mobility devices. Passengers who require such devices must make their own arrangements to have one delivered onboard prior to their embarkation. Passengers using wheelchairs or other mobility assistance devices are responsible to check that suitable accommodation is available at the time of booking and should verify with the Company the dimensions of the requested stateroom, including but not limited to door widths, and other vessel

accessibility features. The Company supports the right of persons with disabilities to travel onboard its vessels. Guests with disabilities are encouraged to contact the Company to obtain detailed information regarding the facilities onboard. The Company recommends that guests requiring special assistance be accompanied by a traveling companion who can provide such assistance during the voyage.

e) All luggage must be securely packed and distinctly labelled. The Company shall not be liable for loss, damage or delay in delivery of any luggage. The Company shall not be liable for loss or damage to Passenger's luggage or property while in the custody or control of airlines, stevedores or other independent shore side contractors. All luggage must be claimed upon arrival of the Cruise Ship at final port or it will be stored at Passenger risk and expense.

f) The Passenger shall not be liable to pay or receive any General Average contribution in respect of baggage or personal effects or property. The Company shall not be liable for loss of or damage to suitcases or other luggage containers including but not limited to loss of or damage to protruding parts such as wheels, feet, external pockets, pull handles, hanger hooks, external locks, pull straps and security straps.

g) Any electrical appliance other than a shaver or a mobile/ laptop charger found with the guest will be confiscated immediately and returned to the guest at the time of disembarkation. A medically prescribed device may be permitted at the sole discretion of the crew only upon furnishing original medical prescription from an authorised medical practitioner. Any appliances or devices so confiscated shall be kept at Guests' sole risk and cost and Cordelia or its crew member will not be responsible or liable for any damage or theft, whatsoever, caused while safe keeping.

h) Notwithstanding anything contained above, any lost and found properties/items of the guest shall be kept in the possession of Cordelia Cruises for 30 days from the date of disembarkation at the sole risk and responsibility of the guest. Cordelia Cruises shall not be liable for any loss occurring due to storage of such lost and found property items. On expiry of 30 days from the date of disembarkation Cordelia Cruises shall at its sole discretion dispose off all unclaimed lost and found items/properties in the manner it deems fit. Guest can lodge their claims for any of their personal effects left behind on Cruise either by calling/intimating our customer care. All such claims will be forwarded to our operations team who will attempt to recover left behind items on best endeavour basis. Any items recovered successfully will be returned to the guest upon the guest furnishing appropriate identification documents supporting their claims. Guest shall at their own risk and cost collect their recovered personal effects at the time and place intimated by Cordelia Cruises. Any request from the guest for shipping/courier of such recovered items shall be at the sole expense, risk and liability of the guest.

25. Environmental Protection

All guests must adhere to Cordelia environmental policy as follows: Any dumping or pollution of any kind including discharge of any item into the ocean and/or waterways is strictly prohibited. Guest will be strictly liable for any illegal dumping or pollution. Any wilful or negligent act of discharging or releasing any unauthorized item overboard, without the express permission of the ship's staff may result in a $1000 charge, per violation. Additionally, Guest will be charged the reimbursement cost of any unauthorized discharged property belonging to Cordelia. Guest shall also be responsible for any fines or penalties imposed on Cordelia Cruises by any government, governmental agency or official, port or port official, or for expenses or losses caused or incurred for Guest's violation of this policy. Violation of this policy may result in the disembarkation of all guests in the stateroom. Guests who are disembarked for violating our environmental policy will be responsible for all financial charges and expenses to return home, and no refund of their unused cruise fare will be provided. Additionally, they may be prohibited from sailing with Cordelia Cruise Line in the future.

26. Applicable laws

This Ticket and the Contract shall be exclusively governed and construed under Indian laws.

27. Jurisdiction

Any and all differences and disputes whatsoever, arising out of this Ticket and the Contract, whether brought *in personam* or *in rem* or based on contract, tort, statutory, constitutional or other legal rights shall be referred to and resolved exclusively within the Jurisdiction of Mumbai Courts. Guest hereby consents

to exclusive jurisdiction of competent Mumbai Courts and waives any other jurisdiction or other objection that may be available.

28. Severability:

Any provision of this Agreement that is determined in any jurisdiction to be unenforceable for any reason shall be deemed severed from this Agreement in that jurisdiction only and all remaining provisions shall remain in full force and effect.

29. Force Majeure

The Company shall not be liable for any loss, injury, damage, or inability to perform the Voyage arising from any Force Majeure circumstances including, but not limited to: war, terrorism, fire, epidemics, pandemics, global diseases, natural disasters, Acts of God, labour strikes, bankruptcy, inability to procure fuel, Acts of State, governmental orders/ bans, government intervention of any nature, failure of sub-contractors to perform their functions, navigational/ technical challenges, weather conditions or any other events beyond the Company's control ("Force Majeure Event"). The Company shall not be liable to Passenger and Passenger shall not be entitled to any refund or compensation from the Company whatsoever for cancellation of cruise, alteration/ deviation/ amendment of the scheduled itinerary, denial of embarkation/ debarkation of guest or any such circumstances arising out of or related to the Force Majeure Event.

30. No liability for mental trauma or emotional distress

The Company shall not be liable monetarily or otherwise to the Passenger for any emotional distress, mental anguish or harassment or psychological injury of any kind, whatsoever, caused before, during sailing and after the disembarkation.

31. Limitation of liability

a) In consideration for the Fare paid, it is agreed that Cordelia shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Cordelia nor for any intentional or negligent acts of Cordelia employees committed while off duty or outside the course and scope of their employment.

b) In consideration for the Fare paid, it is agreed that Cordelia shall have no liability as a consequence of Guest's use of ship's athletic or recreational equipment including swimming pools or as a consequence of Guest's decision to participate in any athletic or recreational activity or event.

c) Cordelia 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 applicable regulations and/ or international conventions on the liability of carriers to passengers in the event of accidents.

d) This Contract specifically excludes the Vessel and its registered owners from any kind of claim or liability whatsoever, whether monetarily or otherwise arising under this Contract.

e) In addition to all the restrictions and exemptions from liability provided in this Contract, Cordelia shall also have the benefit of all Indian laws and the Flag State laws providing for limitation and exoneration from liability and the procedures provide thereby. Nothing in this Contract is intended to nor shall it operate to limit or deprive Cordelia or any such statutory limitation of or exoneration from liability under any applicable laws.

f) The Guest acknowledge, understand and agree that engaging in shore excursion activities involves inherent risks, including but not limited to, unforeseen weather conditions, wildlife encounters, and varying terrains. Guest voluntarily assume all such risks and agree that Cordelia Cruises shall not be held liable for any injury (mental and/or physical), damage, loss, or inconvenience arising from or related to participation in these activities. Guest further agree to release Waterways Leisure Tourism Limited, its promoters, its directors, its agents, its employees, the vessels and its crew members from any and all claims, liabilities, or expenses, including legal fees, arising out of any mental or bodily harm or death in connection with participation in shore excursion activities. Guest agrees that in case of any grievances in respect of the quality issues of the Shore Excursion Services or any third party services for that matter,

Guest agrees to communicate the grievance directly with the Third Party Service Provider. Such grievances shall be dealt with by the Third Party service providers directly and Guest agreed not to hold Cordelia Cruises responsible to address and settle such grievances.

g) Cordelia Cruises being an Operator of the ship, have expertise in the Operation of the Ship and shall be responsible and liable only to the extent of providing its Ship "Empress" along with its Cruise Deliverables however, not including any event related responsibly which may be organised, planned, conducted, managed, supervised, regulated, controlled by the Group/Corporate Guest as the case may be at its own risk and not by Cordelia Cruises crew members in any manner.

h) Cordelia Cruises shall not be involved in and therefore not liable monetarily or otherwise, to pay any damages, refund claims, arising out of the dispute in respect of the Event organised by the Group/Corporate, for any over-commitment, misrepresentations made or deficiency in event planning, controlling, managing and regulating by the Group/Corporate or its appointed Event Management Company;

i) Cordelia Cruises does not provide warranty or guarantee in respect of the technical compatibility of the Equipment brought by the Group/Corporate. The Group/Corporate agrees that any Equipment brought on-board by the guests or its Event Management entity must be fire retardant and must be compatible with the on-board technical specifications. Cordelia Cruises shall not be liable monetarily or otherwise for any indirect, consequential, special or incidental damages whatsoever including without limitation, damages for loss of business profits, business interruption or limitation, damages for loss of business profit, or other pecuniary loss arising out of the use or inability to use any such incompatible equipment onboard.

j) The Guest acknowledges and agrees that the Company cannot guarantee specific weather conditions, including sunshine, calm seas, or favourable winds during the voyage. Unpredictable weather or unpredictable winds may result in rough seas, or other natural phenomena which can cause motion sickness including but not limited to nausea, dizziness, vomiting, or other discomforts. Guests are advised to consume light food & less beverages during rough seas. Such conditions are inherent to maritime travel and do not constitute a breach of contract or render the vessel unseaworthy. Such rough weather does not affect the safety of the ship itself. No claims of deficiency of services/products or claims of refunds/compensation under the pretext of Act of God (Force majeure) shall be accepted. The Guest waives all such present and future claims, allegations and complaints regarding rough seas/force majeure claims and sea sickness claims by accepting the cruise booking. Guests agree that no refunds, compensations shall be provided in such cases. Guest hereby warrants and represents that Guest has read & understood these contractual terms before making the cruise booking and thus Guest agrees to indemnify and hold harmless the Company, its promoters, directors, employees, vessel and vessel owners, onboard crew, Cordelia's representatives against all such claims arising out of the cause & effects of rough seas;

k) The Guest understands and agrees that while basic medical assistance is available onboard during rough seas, the vessel's medical facilities are very limited and may not be equipped for all emergencies. Certain life-saving equipment or specialized treatments may not be available. Guests with pre-existing medical conditions, senior citizens or heightened vulnerability to seasickness or motion sickness are advised to consult a physician before booking the cruise ticket. Guests suffering from any co-morbidity, pre-medical conditions such as senior citizens guests hereby represents and warrants that Guests have taken permission from his/her doctor before making the cruise bookings. By accepting the cruise booking the Guest waives all such present and future claims, allegations and complaints regarding limited medical assistance or limited medical Equipments/ devices during rough seas. Guests agrees that no refunds, compensations shall be provided in such cases. Guest hereby warrants and represents that Guest has read & understood these contractual terms before making the cruise booking and thus Guest agrees to indemnify and hold harmless the Company, its promoters, directors, employees, vessel and vessel owners, onboard crew, Cordelia's representatives against all such claims arising out of the cause & effects of rough seas;

l) The Guest understands and agrees that in adverse weather or rough sea conditions, tender boat operations may be suspended temporarily or be terminated permanently for that particular voyage due to risks of capsizing. Guest acknowledges that some ports do not have pier for direct docking, so we rely on the Tender boats to safely transport Guests from Ship to the port. During rough seas, the Master of the Vessel

(Captain) retains sole discretion to alter, delay, or cancel any port call or disembarkation for safety reasons. The Guests agrees that the International Maritime Laws requires the master of the vessel to prioritize preservation of life. In the event the Master is compelled to cancel disembarkation, Guests agrees not to hold Cordelia Cruises responsible for Guest being unable to avail the Shore Excursion Services. The Guests understand and agree that no refunds (of cruise ticket and Shore Excursion), compensation, or alternate arrangements will be provided for such changes. By accepting the cruise booking the Guest waives all such present and future claims, allegations and complaints regarding suspension/termination of use of tender boats/cancellation of disembarkation. Guests agree that no refunds, compensations shall be provided in such cases. Guest hereby warrants and represents that Guest has read & understood these contractual terms before making the cruise booking and thus Guest agrees to indemnify and hold harmless the Company, its promoters, directors, employees, vessel and vessel owners, onboard crew, Cordelia's representatives against all such claims arising out of the cause & effects of rough seas;

32. Additions to Fares and surcharges

The Fare was determined far in advance of Initial Departure on the basis of then-existing projections of costs, including but not limited to fuel costs. The Company reserves the right to impose or pass through fuel surcharges, security surcharges or similar incidental surcharges at any time prior to departure. In the event of an increase in costs above amounts projected, the Company further reserves the right to increase the fare or impose surcharges at any time up to Initial Departure and to acquire payment of the additional fare or surcharges prior to Initial Departure. The Company has the right to refuse to transport you unless the additional fare or surcharges are paid. However, in the event guest refuses to pay such additional fare or surcharge, company will not grant refund but may issue a Cruise Credit Note for future sailings

33. Use of Website

The Company reserves the right to make any changes or corrections, alter, suspend or discontinue any aspect of the Company website at any time. The Company does not make any expressed or implied warranties, representations or endorsements whatsoever with regard to the Company website or any information, services or product provided through the Company website. The Company does not accept any liability for loss or damage of any nature whatsoever and howsoever arising out of or in connection with the viewing, use of the Company website or its contents whether due to inaccuracy, error, omission or any other cause and whether on the part of the Company or its servants, agents or any person or entity.

34. Cordelia use of guest's likeness

Each Guest grants Cordelia and/or its promotional partners the exclusive right to include photographic, video and other visual portrayals of Guest in any medium of any nature whatsoever for any purpose including without limitation trade, advertising, sales, publicity or otherwise, without compensation to Guest, and all rights, title and interest therein (including all worldwide copyrights therein) shall be Cordelia sole property, free from any claims by 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.

35. Validity of Brochure or other promotional literature

Cordelia Cruises publishes various promotional literature including brochures for marketing, general information, advertising purposes. Such promotional literature is only for indicative purposes and Guests are required to contact Cordelia Cruises for valid and binding terms and conditions or policies with respect to the Cruise. Cordelia Cruises shall not be liable for any mistakes and/ or any incorrect/ inaccurate information which results from the use of or reliance upon such promotional literature or brochure.

36. Guest's use of photos, videos or recordings prohibited

a) Guest hereby expressly agrees that he/she will not utilize any tape recording, video, or photograph(s) of himself/herself, any other Guest, crew, or third party on board the vessel, or depicting the vessel, its design, equipment, or any part thereof whatsoever, for any commercial purpose or in any media broadcast, or for any other non-private use, without the express written consent of Cordelia. For the privacy of our guests and crew, Guest expressly agrees not to record or video interactions with other guests or crew without their express permission, and Guest further agrees that any use of video, photographic or recording equipment,

including cell phones, in the medical centre is expressly prohibited. Guest acknowledges that by boarding the vessel, at any time, Guest irrevocably agrees to this provision, which is a condition precedent to being permitted on board the vessel and can be enforced by any legal means, including, but not limited to, injunctive relief.

b) Guest agrees that all the intellectual property rights not limiting to copyrights, performance rights, broadcasting rights etc in the production of onboard entertainment shows are reserved in the name of respective performers and therefore Guest agrees and warrants to ensure that it shall not itself and ensure that none of its fellow family members (including kids onboard) or co-passengers film, photograph, tape, transmit, reproduce, and otherwise exploit any of the onboard entertainment Services including, without limitation, the Performer's appearances in connection with and in any Production Shows, and including in any "behind the scenes" footage, rehearsals, recording sessions, music videos and other audio-visual works, promotional and publicity activities, and any other activities of onboard entertainment service provider in connection with the services, including, without limitation, all outtakes, versions, demos, mixes, tapes, and edits.

c) Cordelia Cruises onboard crew members and security personnel reserve full authority to stop, deter, confiscate till disembarkation, the mobile, camera or any other such device used to film, photograph, record, transmit the onboard entertainment content at the sole cost and risk of such defaulting Guest. Cordelia Cruises shall be entitled to penalise such defaulting guests with a cost of USD 500 for per attempt to record.

37. <u>Personal data; video surveillance; right to search or inspect; privacy notice and public wireless services</u>

a) Cordelia may utilize closed circuit television or other surveillance means onboard the vessel.

b) Calls made to Cordelia, and calls received from Cordelia, may be recorded for the purposes of audit, training and the monitoring of services provided by Cordelia.

c) Guest agrees Cordelia has, at all times with or without notice, the right to enter and search Guest's stateroom/ cabin, personal safe or storage spaces, or to search or screen any Guest, and/or personal effects, at any location, to ensure compliance with any of the restrictions set forth in this contract or with any rules and regulations implemented by Governmental agency. Any Guest who refuses any such search or screening may be denied boarding or disembarked and no refund of the cruise fare will be issued.

d) The personal data Guest provides to Cordelia, or which is obtained through Guest's dealings with Cordelia or with its affiliates, shall be deemed to be genuine and Cordelia shall be entitled to rely on the same; such personal data received by Cordelia will be processed in accordance with Cordelia privacy policy, which describes how personal data may be processed, and which is available on the Cordelia website. Cordelia may from time to time change its privacy notice; you can find the up-to-date privacy notice on the <u>Privacy Notice page</u> or by writing to the address given below. Guests may provide personal data to Cordelia that may include names, postal or email addresses, date of birth, passport information, financial account, telephone numbers, likenesses, photographs or other information which would identify Guests personally. Guests may also provide Cordelia or others certain sensitive data such as health, medical, dietary, religious, gender or sexual orientation information. Guest agrees that Cordelia may (1) keep their personal and sensitive data, (2) use it in its business worldwide in accordance with its published privacy notice, (3) share it with its affiliated or related companies and (4) subject it to processing worldwide provided Cordelia safeguards are used.

e) Guest agrees that Cordelia may disclose personal or sensitive data to unaffiliated third parties (1) with the Guest's consent or authorization, (2) to help complete a transaction for the Guest, (3) to comply with law, applicable regulations, governmental and quasi-governmental requests, orders or legal process, (4) to enforce this or other agreements or protect the rights, safety or property of Cordelia or others, (5) as part of a purchase, sale, or transfer of assets or our business, (6) to Cordelia Cruises agents or service providers to perform functions on its behalf, or (7) as otherwise described in Cordelia published privacy notice, as amended from time to time.

f) Cordelia may, but will not be required to, make wireless access to the Internet or access to wireless telephone services ("Wireless Services") available to Guests on board either directly or through a third party service provider. All Guests agree that use of Wireless Services is at their own risk and that Cordelia

shall not be liable to Guests in any manner for claims, losses or damages resulting therefrom. Guests' use of Wireless Services onboard is public; privacy of any information sent or received is not guaranteed. Personal data may be available to third-party service providers and Cordelia is not liable under any circumstances for any lack of privacy while using Wireless Services. Guest agrees that Cordelia has the right, but not the obligation to monitor, record, intercept and disclose any transmissions over or using Wireless Services aboard the vessel, and to provide billing, account, or use records, and related information relating to all Wireless Services as it deems appropriate in its sole discretion (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect Cordelia Cruises rights, passengers or property). All Guests agree that their use of Wireless Services is governed by Cordelia Cruises Terms and Conditions of Wireless Services [contained in your Folio or available on connection to the internet in addition to] and any terms and conditions imposed by a third-party Wireless Services provider.

g) Cordelia may use facial recognition technology on all photos taken by Cordelia during Guest's voyage as well as those photos Guest uploads to Cordelia Cruises mobile app. When Guest downloads Cordelia Cruises mobile app, Guest will be asked for consent to have himself/herself identified using facial recognition technology, so that Guest can locate pictures that onboard photographers and other Guests have taken during Guest's voyage. If Guest consents, Cordelia will match these other photos to Guest's name and Guest ID. If Guest does not consent to be identified via facial recognition technology, others' photos will not be connected to Guest's name or Guest ID. Cordelia will delete all un-identified photos within thirty (30) days after the end of each voyage or earlier upon request. Any photos that have been identified and linked to Guest's Guest ID will be retained for thirty (30) days after the end of the voyage or deleted earlier upon request. Cordelia does not share facial recognition records with any third parties outside of the Cordelia and its principals.

38. <u>Interactions & Escalations</u>:

At Cordelia, customers are our priority. Our team of specialized travel experts around the country are working constantly towards enhancing the experience of our customers. We want our customers to have the best experience with us at all levels.
For any queries, assistance, and concerns regarding your booking or your travel, connect with us at info@Cordeliacruises.com or on Call center number displayed on our website www.Cordeliacruises.com.

We would love to hear your feedback. Contact us at:

Waterways leisure Tourism Limited
16th Floor, A wing, Marathon Futurex,
N M Joshi Marg, Delisle Road
Lower Parel,
Mumbai 400013.

Schedule – A

***(Star) Mark means subject to availability.**

Type of Stateroom	Inclusions	Exclusions
Interior and Ocean View: Standard, Upper and Premier	1. Accommodation 2. Meals and Beverages at Food Court & Starlight restaurant 3. Access to swimming pool and fitness Centre 4. Access to all public areas and lounge 5. Cordelia Academy for kids 6. Live band performance 7. Entertainment shows* 8. Party under the stars at the pool deck 9. Disco night in the Dome 10. 2 x 500 ml water bottles per person per day (for Standard) 11. 3 x 500 ml water bottles per person per day (for Upper) 12. 4 x 500 ml water bottles per person per day (for Premier) 13. Reserved section in Starlight Restaurant (for Premier) 14. Service charges and levies 15. Travel insurance 16. GST	1. Dinning at speciality restaurants such as (Chopstix and International Grill) 2. Paid entertainment shows 3. Shore excursions 4. Wi-Fi packages 5. Spa & salon services 6. Bridge tour 7. Rock climbing wall adventure 8. Gaming arcade 9. Activities not mentioned in the inclusions list
Mini Suite	1. Accommodation 2. Meals at Food Court & Starlight restaurant Access to swimming pool & fitness centre* 3. Access to all public areas and lounge* 4. Cordelia Academy for kids 5. Live band performance 6. Entertainment shows* 7. Party under the stars at the pool deck 8. Disco night in The Dome 9. Porter service during check-in and check- out (from Gangway to Deck 5, on request) 10. Toiletries – Body lotion, shampoo, conditioner, bar soap, shower gel, bathrobe and slippers, Dental Kit – All miniatures 11. 4 x 500 ml water bottles per person per day 12. Reserved section in Starlight restaurant 13. Service charges & levies Travel Insurance 14. GST	1. Dinning at speciality restaurants such as (Chopstix and International Grill) 2. Paid entertainment shows 3. Shore excursions 4. Wi-Fi packages 5. Spa & salon services 6. Bridge tour 7. Rock climbing wall adventure 8. Gaming arcade 9. Activities not mentioned in the inclusions list
Suite and **Chairman Suite**	1. Accommodation 2. Meals and beverages at Food Court & Starlight restaurant 3. Reserved section in Starlight restaurant 4. Breakfast & lunch at the specialty restaurant, Chopstix (Regular Menu) 5. Access to swimming pool & fitness centre* 6. Access to all public areas and lounge* 7. Cordelia Academy for kids 8. Live band performance 9. Entertainment shows* 10. Paid shows* (Burlesque and Magical Evening)	1. Spa & Salon services 2. Shore excursions 3. Rock Climbing 4. Gaming arcade 5. Dining at specialty restaurants such as (Chopstix* & International Grill) 6. Minibar setup 7. Activities not mentioned in the inclusions list

	11. A reserved section at the Marquee Theatre for all entertainment shows 12. Party under the stars at the pool deck 13. Disco night in The Dome 14. Porter service during check-in and check-out (from Gangway to Deck 5, on request) 15. Priority check-in and check-out at the beginning and end of the cruise 16. An evening cocktail experience with the Captain 17. Butler Service 18. A bottle of Sparkling wine and a luscious fruit basket on the first evening of your holiday 19. Complimentary WiFi* 20. Complimentary laundry service* 21. Complimentary Bridge tour* 22. Toiletries – Body lotion, shampoo, conditioner, bar soap, shower gel, bathrobe and slippers, Dental Kit – All miniatures 23. 4 x 500 ml water bottles per person per day 24. Service charges & levies 25. Travel Insurance 26. GST	

****** This policy supersedes all previous policies in the past******

**Cordelia Cruises reserves the right to correct any errors, inaccuracies or omissions and to change or amend or update fares, terms & conditions, policies, fees and surcharges at any time without prior notice. For detailed terms and conditions please refer to updated Passenger Cruise Ticket Contract and other Cordelia Cruise Policies and Travel Advisories as displayed on www.cordeliacruises.com.*

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