

Terms & Conditions to the Passenger Cruise Ticket Contract – Ver: 2019(1)

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 of the following Passenger Contract. This document is a legally binding contract issued by Jalesh Cruises Mauritius Limited/ Jalesh 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, Jalesh Cruises Mauritius Limited and/ or Jalesh Cruises and/ its principals, owners (“Jalesh”) agrees to transport Guest on the following terms and conditions:

**Jalesh 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, Jalesh Cruises Mauritius Limited and/ or Jalesh ("Jalesh 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”) 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 All prior oral and/or written agreement is superseded by this Contract. This Ticket and Contract cannot be amended without written and signed consent from Jalesh 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 Jalesh Cruises Mauritius Limited, Jalesh Cruises, their parents, subsidiaries, affiliates and assigns and their collective agents, servants, employees the carrying vessel ("the Cruise Ship"), its owner, charterer, operator, manager, officers, staff, crew, 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 Cruise Ship.

4. The Fare

“Cruise Fare” or the “Fare” means the amount paid for the cruise which includes full board, ordinary ship’s food during the voyage, but not gratuities, spirits, wine, beer, soft drinks or mineral waters, shore excursions, salon and spa services, entertainment concerts or events, or any other incidental charge or expense. 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, tolls and taxes imposed on Jalesh, 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 Jalesh reserves the right to collect any increases in effect at the time of sailing even if the fare has already been paid in full.

Children who complete 2 years of age on the date of sailing and below sail free as 3rd / 4th guest in the same stateroom/ cabin on select sailings, taxes and fees, flights and transfers apply (where applicable). Offer is subject to availability of 3rd and 4th berth staterooms is capacity controlled, cannot be combined with any other discount or offer. All promotions cannot be combined with any other offer. Government fees and taxes are additional for all sailing Guests.

Infants aged of 2 years on the date of sailing or under sail free with their adult parents and/ or guardians. Cruise Fares are per person per night basis which includes children and infants. Children less than 2 years of age are not required to pay Port charges and extend gratuities.

All cruise prices include designated stateroom accommodation, ocean transportation, all meals aboard ship (in the main dining rooms and buffet areas) and entertainment offered by the Cruise Ship. The cruise prices does not include “extras” or “premium services” such as certain entertainment shows, speciality events, serving certain drinks, Spa, hairdresser, beauty and well-being salon, Duty Free/ Merchandise Shops, Internet, 24 hour service, babysitting service, laundry and ironing service, telephone calls or messages to land, medical service, excursions and, in general, any other service that is on chargeable basis to the Guests.

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 Jalesh immediately in the event Jalesh 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 Jalesh 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. Guests are further advised to refer to sections 5 and 10 below which specify their responsibilities and obligations in these situations.

- 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. For Indian nationals, Jalesh cruises shall only accept Passport, Driving Licensee, PAN Card, Voters 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. **It is mandatory for each Guest to furnish original document for identification and verification. 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 Jalesh reserves its right to deny any Guest embarkation on this account.** In addition to immigration and customs requirements, the Indian government and others 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. Jalesh 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 Jalesh'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 Jalesh 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(s) hereby gives their unconditional and irrevocable consent or approvals and acknowledges that Jalesh, including its holding or group companies, affiliates, reserves the right to shoot or record the round-trip or journey in entirety or in parts, showcasing the Guest(s), including but not limited to for the purpose of promotional shoot or production of any program, films, music etc, for telecast on any television channels and/or to commercially exploit it on any digital or internet and other platforms, including but not limited to Web/OTT/ Social media or to use such recordings or shoot or any other purposes, without any further intimation to the Guest and Guest shall have no objection whatsoever with respect to such recording, shooting

or promotional or commercial exploitation as may be made Jalesh and/or its group or holding companies, throughout the world at perpetuity.

- d) Guest acknowledges receipt of Jalesh'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 Jalesh's brochures, website and other literature, including but not limited to the information contained in the "Policies", "Frequently Asked Questions" and "Embarkation Information" sections.
- e) 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 Jalesh. 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.
- f) Jalesh 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 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. Proof of age is mandatory and shall be produced by Guest on request. Jalesh 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 Jalesh and no Guest shall manifest any ignorance or unacquaintance of such contracts and policies of Jalesh for any reason whatsoever.
- h) 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:
 - i) All Guests must strictly comply with all applicable requirements of law and regulations whatsoever and all of Jalesh's instructions with respect to visiting any port of call outside the jurisdiction of India, regardless of their nationality.
 - ii) 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 Jalesh

shall not be liable for any denial, rejection, losses, damages, expenses, costs suffered or incurred by the Guest.

6. 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 Dental coverage and more. 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.

7. Cancellations, Delays and Refunds by Jalesh Cruises

- 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) Jalesh Cruises may be forced by 'Force Majeure' (as Clause 22) to cancellation, change or terminate the scheduled Cruise before or after departure time. Such a situation is beyond the control of Jalesh Cruises. If such a situation does occur Jalesh 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) Jalesh may, without prior notice, at any time prior to departure cancel the cruise in circumstances which do not amount to Force Majeure Events, 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 and/or if appropriate, reasonable compensation. Guest may elect either to accept any such alternative or to cancel and receive a refund of all sums paid to Carrier.

8. Cancellation by Guests and refunds

Bookings will be held until One (1) Hour 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. Jalesh strongly recommends the purchase of insurance with respect to trip cancellations. Cancellation charges for individual bookings will be assessed as listed below. For cancellation charges related to group bookings,

partial ship charters or full ship charters refer to your charter contract or group booking agreement for terms and conditions. The Cancellation Policy of Jalesh Cruise shall apply as follows;

The below Cancellation Policy shall apply as follows;

Cruise Length	Days prior to sailing	Charges Per person
1 – 5 night sailings	60 days or more prior to sailing	No charges
	59 – 30 days prior to sailing	25% of the Gross Ticket Price Per Cabin (Port charges/ taxes/ fees excluded)
	29 – 15 days prior to sailing	50% of the Gross Ticket Price Per Cabin (Port charges/ taxes/ fees excluded)
	14 – 8 days prior to sailing	75% of the Gross Ticket Price Per Cabin (Port charges/ taxes/ fees excluded)
	7 days or less prior to sailing	100% of the Gross Ticket Price Per Cabin
6 night and longer sailings	75 days or more prior to sailing	No charges
	74 – 57 days prior to sailing	25% of the Gross Ticket Price Per Cabin (Port charges/ taxes/ fees excluded)
	56 – 29 days prior to sailing	50% of the Gross Ticket Price Per Cabin (Port charges/ taxes/ fees excluded)
	28 – 15 days prior to sailing	75% of the Gross Ticket Price Per Cabin (Port charges/ taxes/ fees excluded)
	14 days or less prior to sailing	100% of the Gross Ticket Price Per Cabin

Notes:

- a) Cancellation notification must be made in writing to Jalesh Cruises and shall be effective only upon actual receipt by Jalesh Cruises. Guest is required to confirm the Cancellation notification by telephone/ customer care in order to avoid disputes.
- b) No refund will be issued if a guest voluntarily or involuntarily does not show up for their cruise (No Show), is denied boarding for any reason including failure to possess required travel documents, passport or visa or terminates his/her cruise in progress. Cruise contracts are non-transferable. More than one name change or a cruise date change is considered a reservation cancellation and is subject to the above cancellation charges. Cancellation charges are assessed on total fares, which include cruise fare, air add-ons, hotel packages, and any other additional services arranged through Jalesh Cruises.
- c) Change of cruise departure dates, change of vessel and down sale of cruise (such as reduction of cruise time length) will be regarded as Cancellation of original booking and place of new bookings. Cancellation Policy will be applicable to cancellation of original bookings. Prevailing rates of cabins will apply to new bookings.
- d) Depending on the reason for cancellation, Guests may be able to reclaim the above cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to Guest's insurance company.
- e) Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions were

agreed for Guest's booking were based, such items will be recalculated and re-invoiced to the Guests at the applicable higher price.

- f) The Cancellation Policy is subject to amendments and revisions from time to time without further notice to the Guest. Guests are

9. Non-use or Partial use of the Ticket

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 unless circumstances in clause 7 and 8 above apply. 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"). 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 rejoin the Vessel (where allowed by law).

10. Payments and Notices

Reservations can be made and accepted through travel agency and/ or directly through Jalesh Reservation System. In order to secure a confirmed reservation a full Fare needs to be received by Jalesh Cruises well in advance failing which Jalesh 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.

11. 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 Jalesh or the Master of the vessel for any fines or penalties imposed on Jalesh 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 cause to disembark such Guests.

12. 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 (subject to the Onboard Policy for alcoholic beverages), articles which pose a fire hazard, or articles such as a weapons, 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. Any Guest who refuses any such search or screening, or any Guest traveling with such items, may be denied boarding or disembarked and no refund of the cruise fare will be issued. The Guest will be solely responsible for any and all damage and/or loss caused by his violation of this policy.

13. 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 an international sea voyage. Such certificate may be demanded by Company or staff of Jalesh 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.

14. Smoking Policy

- a) Jalesh 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 in designated areas.
- 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. Jalesh Cruises reserves the right to levy a fee should passengers be found smoking outside the designated areas for smoking of the vessel and may also lead to forthwith disembarkation.
- d) Throwing cigarette butts over the side of the ship is also strictly prohibited and shall attract heavy fines.

15. Alcohol Policy

- a) A liquor and beverage consumption policy was created in order for Jalesh Cruises to be able to control the liquor consumption of minors and the quantities consumed that lead to the disruptive behaviour of others on board for safe onboard environment. This policy pertains to all cruise durations.
- b) Guests are strictly prohibited from bringing any alcoholic beverages on board with the following exception - At the beginning of the cruise during embarkation day only, Guests (21 years of age and older) may bring two 750 ml bottles of sealed/unopened wine or champagne per person in their carry-on luggage subject to payment of corkage fee of \$10 per bottle.

16. Young Guests

Adult Passengers traveling with person under age 18 years or below shall be fully responsible for that person's conduct and behaviour. Parents and guardians are responsible for monitoring the actions of their minor passenger at all times. Passengers shall refer and strictly adhere to Jalesh's various Policies in order to consume alcoholic beverages/ smoking or participate in gambling/ casino or other age-restrictive entertainment facilities. The Company does not accept unaccompanied minors. Minor Passengers are subject to all the terms contained in this Passage Contract as well as Company's Conditions of Carriage. In the event Passenger intends to bring onboard any child under the age of 12 months, the Company recommends seeking medical advice from the child's physician confirming such child's fitness to travel on ocean voyage.

17. 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.

18. 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.

19. Travel packages and shore excursions

Hotel accommodation and all transport (other than the Company's Cruise Ship) included in Package Tours or Shore Excursions, are operated by independent contractors even if sold by Agents or Organizers on board the Cruise Ship. The Company shall not be responsible in any way for the conduct, products or services provided by such independent contractors nor for any injury, loss or death related thereto.

20. Passenger's Luggage and Personal Property

Guests are encouraged to limit their luggage quantity. Each Passenger is permitted to carry luggage to a maximum of one bag per person, if traveling on cruises of 3-5 days duration, and no more than two bags per person, for cruises of 6 days or longer. For further information on Luggage allowance please refer to the Jalesh 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) Apart from the exemptions provided in the Liquor and Beverage Policy contained in the Jalesh Cruises – Onboard Policy, no alcoholic beverage of any kind is allowed to be carried by Guest embarking on cruise vacation. Any alcoholic beverage of any kind

or category carried by any Guest shall be confiscated by the staff of Jalesh Cruises and stored in a reasonably safe area either on the cruise ship or on shore at the risk and cost of the Guest. Such stored alcoholic beverages shall be handed back to the Guest on debarkation. Jalesh Cruises does not assume any liability whatsoever towards such safe keeping of the alcohol beverages and no compensation shall be payable to Guest in any event.

- d) No live animals or birds are permitted on board, except specially trained assistance dogs required by Passengers with disabilities and provided the dog has all required licenses and documentation including medical practitioner's certificate, and provided the Company has been notified of same at the time of booking and has confirmed acceptance of such dog. The Company shall not be responsible for such 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 dogs and shall indemnify the Company for any damages or liability caused by such dogs. Dogs shall not be left unattended onboard the vessel at any time.
- e) Although Jalesh 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 particular 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.
- f) 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.
- g) 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.

21. Applicable laws

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

22. 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 by binding arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 or its amendment. Guests expressly consents to the venue of arbitration to be Mumbai, India. Guest hereby consents to exclusive jurisdiction of competent Mumbai Courts and waives any other venue or other objection that may be available to any such arbitration proceeding in Mumbai. The arbitration proceedings shall be conducted in English language only.

23. 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, natural disasters, Acts of God, labour strikes, bankruptcy, inability to procure fuel, Acts of State, failure of subcontractors to perform, or any other events beyond the Company's reasonable control. The Company shall not be liable to Passenger and Passenger shall not be entitled to any refund if Passenger is unable to reach the scheduled port of embarkation due to airline strikes, cancelled flights, volcanic eruptions or other natural conditions of the earth or weather which make it difficult or impossible for Passenger to travel to the vessel's port of embarkation.

24. No liability for mental trauma or emotional distress

The Company shall not be liable to the Passenger for any emotional distress, mental anguish or harassment or psychological injury of any kind.

25. Limitation of Jalesh's liability

- (a) In consideration for the Fare paid, it is agreed that Jalesh shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by Jalesh nor for any intentional or negligent acts of Jalesh's 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 Jalesh 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) Jalesh 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) In addition to all the restrictions and exemptions from liability provided in this Contract, including under Clause 24(c) for international cruises on all cruises Jalesh 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 Jalesh or any such statutory limitation of or exoneration from liability under any applicable laws.

26. Additions to Fares and surcharges

The Fare that you paid 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 require 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. In the event the Company imposes such fare increase or surcharges within less than 76 days of departure, You may within seven (7) days after you are notified of the additional fare or surcharges (but no later than Initial Departure), elect to surrender this contract to us for cancellation, whereupon you will receive a full refund of all monies paid to the Company. Cancellation fees do not apply to this type of refund. In the event you do not surrender this Contract within said seven (7) day period you will be deemed to have accepted the surcharge. No right of cancellation except for those otherwise provided herein exists under any of these circumstances provided The Company provides notice of such fare increase or surcharges at least 76 days prior to departure.

27. 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.

28. Jalesh's use of guest's likeness

Each Guest grants Jalesh 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 Jalesh's 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 and others.

29. Validity of Brochure or other promotional literature

Jalesh 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 Jalesh Cruises for valid and binding terms and conditions or policies with respect to the Cruise. Jalesh 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.

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

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 Jalesh. 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.

31. Personal data; video surveillance; right to search or inspect; privacy notice and public wireless services

- a) Jalesh may utilize closed circuit television or other surveillance means onboard the vessel.
- b) Calls made to Jalesh, and calls received from Jalesh, may be recorded for the purposes of audit, training and the monitoring of services provided by Jalesh.
- c) Guest agrees Jalesh 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 Jalesh, or which is obtained through Guest's dealings with Jalesh or with its affiliates, will be processed in accordance with Jalesh privacy notice, which describes how personal data may be processed, and which is available on the Jalesh website. Jalesh may from time to time change its privacy notice; you can find the up-to-date privacy notice on the [Privacy Notice page](#) or by writing to the address given below. Guests may provide personal data to Jalesh 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 Jalesh or others certain sensitive data such as health, medical, dietary, religious, gender or sexual orientation information. Guest agrees that Jalesh 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 Jalesh's safeguards are used.

- e) Guest agrees that Jalesh 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 Jalesh or others, (5) as part of a purchase, sale, or transfer of assets or our business, (6) to Jalesh's agents or service providers to perform functions on its behalf, or (7) as otherwise described in Jalesh's published privacy notice, as amended from time to time.

- f) Jalesh 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 Jalesh 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 Jalesh is not liable under any circumstances for any lack of privacy while using Wireless Services. Guest agrees that Jalesh 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 Jalesh's rights, passengers or property). All Guests agree that their use of Wireless Services is governed by Jalesh's 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) Jalesh may use facial recognition technology on all photos taken by Jalesh during Guest's voyage as well as those photos Guest uploads to Jalesh's mobile app. When Guest downloads Jalesh's 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, Jalesh 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. Jalesh 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. Jalesh does not share facial recognition records with any third parties outside of the Jalesh and its principals or owners.

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