

## *Terms and conditions of Inter-Connect GmbH*

### 1. CONTRACTUAL PARTNERS

1.1 The contractual partners of the travel contract to be concluded are the tour operator and the applicant (hereinafter referred to as contractual partners) acting on his own behalf and on behalf of all cruise participants (hereinafter referred to as travellers or passengers), who are included in all parts of this contract. Inter-Connect GmbH is the tour operator for this travel contract, represented by its Managing Director Lothar Krins with a registered office in 80636 Munich, Arnulfstrasse 31, registered with the Munich district court under: HRB 90362, Phone: +49 (0)89 517030 (hereinafter referred to as ICO). ICO is the tour operator as per Section 651a of the German Civil Code (BGB). ICO may also act as a mediator in individual cases. If the above provision applies, this shall be noted in the quote and order confirmation.

1.2 For services provided by other operators that are not party to this contract but mediated by ICO, the contractual and travel conditions of that other party shall apply.

### 2. THE PRICE LISTED IN THE QUOTE IS THE INDICATIVE PRICE FOR A CABIN WITH DOUBLE OCCUPANCY.

### 3. NON-BINDING RESERVATION (OPTIONAL RESERVATION) AND CRUISE CONTRACT

3.1 On its website, [www.inter-connect.world/kreuzfahrten/](http://www.inter-connect.world/kreuzfahrten/) ICO provides the applicant with the opportunity to convey their interest in booking a cruise in a non-binding manner prior to binding registration, and, if the particular booking status and quote permits, the opportunity to select a cabin (optional booking). This optional booking possibility does not constitute an offer on the part of ICO to conclude a package tour contract or the acceptance of an offer by the traveller. Provided the trip and desired cabin are available at the time of the optional booking, ICO shall reserve the cabin for a period of 3 calendar days incl. the day on which the optional booking was made following receipt of the notice of interest from the traveller. The deadline for options may vary for special offers. After the optional booking has been received, the traveller shall receive e-mail confirmation of the reservation stating the reservation period.

ICO would like to draw your attention to the fact that, as per the German Civil Code, no right to cancellation shall apply beyond the statutory withdrawal and cancellation rights for any package tour contracts that are concluded via distance selling (e.g. via letters, telephone calls, e-mails, telemedia or other services).

3.2 Once the traveller has registered for a cruise, ICO shall make a binding offer to the traveller and all persons specified during registration to conclude the travel contract. Registration can be declared in writing or digitally (e-mail, internet). In cases where an optional booking was made in advance as per Section 3.1, registration shall take place with written confirmation of the optional booking from the applicant or a travel agency appointed by the applicant, or by clicking on the confirmation field "Book and pay with obligation to pay" in the options e-mail. If the applicant sends confirmation by e-mail, this must arrive during regular ICO business hours (Mon-Fri, 9:00 am - 6:00 pm).

3.3 The package travel contract shall only be concluded upon receipt of the written booking confirmation/invoice from ICO by the applicant or the travel agency appointed by the applicant with effect for all persons specified in the registration and on the basis of the service description in the booking confirmation/invoice and these travel conditions, which the traveller also accepts with effect for all persons registered by him/her. The applicant is responsible for all contractual duties to which all registered parties and he/she are subject. In the case that travel requests are not accepted by ICO, ICO is not required to explicitly explain and/or justify the refusal thereof to the applicant.

3.4 If the booking confirmation differs in content from the registration, this booking confirmation shall be regarded as a new quote from ICO to which ICO is bound for the duration of 10 calendar days incl. the day it was sent. The travel contract is concluded on the basis of this new offer if the applicant expressly or conclusively declares his/her acceptance within the binding period (e.g. by payment or down payment of the travel price, commencement of the trip). The applicant must be notified of any deviations.

3.5 In the case of disabled travellers, ICO must be notified of the disability during registration. ICO shall not assume any liability for the required care and/or treatment of disabled travellers, which is why it recommends travelling with a responsible accompanying person, if required. The cruise may be refused or cancelled for those whose health or physical condition appears unfit for travel according to the assessment of the shipping company, or whose condition may present a risk to the traveller in question or other passengers. If a passenger becomes pregnant prior to the cruise, the applicant must notify ICO of this during registration and send a clearance certificate from the doctor valid up to the 23rd week of pregnancy, which must also be submitted during check-in. Women who will be more than 24 weeks pregnant by the date of the cruise, or who will turn 24 weeks pregnant during the cruise, are unfortunately no longer permitted to board. ICO reserves the right to refuse registration if the traveller is deemed unfit to travel in line with physical or health requirements from the medical consultant appointed by ICO. Guests that are under medical treatment must bring their medical files on board. Dialysis is not possible on board.

3.6 Subject to availability, selected cruises offer guarantee cabins. You can book the cruise at a fixed price for the selected category without a cabin number. The booking confirmation guarantees the booked category at a minimum, and if this is no longer available, the traveller will be accommodated in a higher category. You shall receive your cabin number once you receive your travel documents, or by embarkation at the latest. Special requests regarding the amenities and location of the cabins or modifications to the cabin number shall not be granted. If you would like to request an upgrade to a higher category of cabin and/or book additional services, ICO shall attempt to fulfil these wishes for a corresponding surcharge.

#### 4. SCOPE OF SERVICE

4.1 The scope of the contractually agreed travel services is governed by the service description applicable for the period of travel and the information provided in the booking confirmation in line with all notes and explanations contained therein. The services to be rendered by ICO comprise the transportation, accommodation and other services for the applicant as specified in the booking confirmation and all notes and explanations contained therein. Ancillary or otherwise deviating agreements that modify the scope of the contractual services require written confirmation from ICO to be deemed valid.

4.2 The scope of services shall not comprise, in particular, flights or other shuttle services from the traveller's domicile to the port of embarkation and the corresponding return transportation, or hotel arrangements prior to or after the cruise, unless these services are included in the description of services and are contractually agreed services. If these services (e.g. certain in-/outbound travel packages oder arrival/departure packages) do not form part of the service description, the applicant may request that these services are included in the package in accordance with his/her specifications. Wherever possible, these services will be confirmed by ICO as additional services and correspondingly form part of the package travel contract, provided they are not mediated services. Insofar as this does not lead to separate terms for the applicant, he/she shall be correspondingly informed if the T&Cs of another service provider must be included in the package travel contract. If these services are explicitly and unequivocally marked as third-party services, incl. details of the mediating service provider, they shall not form part of the scope of services to be provided by the operator ICO. The booking confirmation shall be decisive in the case of disagreements.

4.3 ICO must provide the applicant or the travel agency appointed by the applicant with the travel documents by 7 days prior to the travel date at the latest, provided the price of the trip has been paid in full and the ship's manifest has been filled out. If the travel documents do not arrive as expected, the traveller and the appointed travel agency must contact ICO for clarification without delay.

#### 5. PAYMENT

5.1 Payments from the applicant for the package travel contract as per Section 651 of the Germany Civil Code must be protected as per Section 651 r of the German Civil Code in conjunction with Section 252 of the Introductory Act to the German Civil Code (EGBGB). The services provided by ICO are protected as per Section 651 of the German Civil Code. Payments are insured by the customer payment protection insurer tourVERS Touristik-Versicherungs-Service GmbH, Borsteler Chaussee 51, 22453 Hamburg, Tel.: +49 (0)40-244 288 0

5.2 The applicant who submits the registration is responsible for payment, even if the registration includes other persons. Following receipt of the written booking confirmation and the delivery of the secured payment certificate, the applicant must make a down payment of 25% of the travel price.

5.3 All payments must be made to the payee and currency mentioned in the confirmation/invoice. Only then will they be guilt-free.

5.4 The remaining payment from the applicant must be made at the latest 30 days prior to the date of departure without further requests. The trip price is payable by wire transfer or credit card (e.g. MasterCard, Visa). Payments with American Express shall incur an additional processing fee of 1% in addition to the travel price. The credit card shall be charged on the date payment is due as specified in the confirmation/invoice.

5.5 Registrations to travel submitted after 30 days prior to the date of departure shall only be accepted under the condition that the entire trip price is immediately due upon receipt of the booking confirmation and secured payment certificate, and payment is made via instant transfer or credit card.

5.6 If the calculated travel price is not paid on time and remains unpaid after notices with payment deadlines, ICO reserves the right to withdraw from the agreement. In this case, ICO shall demand the contractual penalty or lump sum compensation for damages as governed by Section 9.1.

## 6. SERVICE MODIFICATIONS

6.1 In its capacity as the tour operator, ICO reserves the right to modify and deviate from the contractual terms, provided the modification in question is not significant. The above shall apply, in particular, for changes to the travel time, layovers and routes. These changes are permissible when they are required due to, for example, official instructions, for safety reasons for the passengers and the ship's crew and/or due to unavoidable, exceptional circumstances, weather conditions or safety considerations, and/or to avert danger. The captain responsible for the ship bears sole responsibility for making these decisions. If the use of a particular airline is not warranted, an amendment to the airline and the arrival and departure times is permitted. If, as an exception, ICO has confirmed a cabin number prior to the cruise, no other requests from the applicant can be granted after allocation of the cabin. ICO reserves the right to change allocated cabins if this amendment takes place within the same cabin category and is deemed reasonable. For all of the above cases, ICO must inform the applicant via a durable medium (digital or paper) in a clear, understandable and highlighted manner of the modification prior to the travel date.

6.2 In its capacity as the tour operator, ICO reserves the right to modify and deviate from the contractual terms in such a way that leads to a considerable/significant modification. In this case, ICO must provide the traveller with a corresponding contract modification or the choice to select another replacement cruise prior to the travel date. The applicant shall then be able to withdraw from the booked cruise without payment of damages or accept the offer for a contractual amendment.

6.3 Insofar as the modified services are defective, any warranty claims of the applicant remain unaffected.

6.4 If the applicant and/or travellers embark on the cruise after being informed of a required modification to the overall structure of the journey by the tour operator, the right to terminate the travel contract on the basis of the modification in question is excluded after embarkation.

## 7. PRICE MODIFICATIONS

7.1 As per Section 651 g of the German Civil Code, the organiser is entitled to request a price increase of 8% that must be accepted by the applicant. If the price increases by more than 8%, the tour operator can offer and request that the traveller either accepts the price increase within a specified period or withdraws from the contract. The same shall apply in the case of price reductions. The stipulations of Section 5.4 shall apply in this regard. The prices for additional packages for the in-/outbound travel packages oder arrival/departure packages, or other arrangements, shall become binding upon their confirmation. They form a component of the package travel contract. This shall not apply in the case of additionally mediated third-party services.

## 8. PERSONAL REQUIREMENTS/TERMINATION OF THE CONTRACT BY THE TOUR OPERATOR

8.1 The applicant hereby confirms that all travellers are fit to travel. ICO reserves the right to request a doctor's certificate on the fitness of the travellers to travel.

8.2 Depending on the service provider (shipping company) there may be an **age limit** in place:

**Princess Cruises:** Passengers under 21 years of age are only permitted to board the cruise under supervision of an adult (at least 21 years old). If multiple cabins are booked, at least one person over 16 years of age must stay in each cabin.

**Carnival Cruise Line:** Passengers under 21 years of age are only permitted to board the cruise under supervision of an adult (at least 25 years old).

**P&O Cruises and Cunard:** Passengers under 18 years of age are only permitted to board the cruise under supervision of an adult (at least 18 years old).

The following applies for all shipping companies: The shipping companies may be unable to ensure the provision of the medical care required for children under 6 months or one year of age, depending on the travel region. They are therefore excluded from the travel contract.

Disabled and pregnant passengers are advised to consult Section 3.5 of these travel terms.

8.3 ICO is entitled to cancel the travel contract if the traveller engages in any criminal offences, in particular failure to comply with country-specific regulations and bans pertaining to weapons, drug procession and violence.

8.4 If the mental or physical condition of a passenger prevents travel or onward travel in the eyes of an ICO medical consultant due to the passenger's incapacity to travel or the risk posed to himself/herself or third parties, further carriage may be refused, or this passenger's holiday may be cancelled. In the above cases, ICO shall not be liable for any additional costs incurred. The same applies in cases when these passengers fail to travel with the required accompanying person as per Section 3.5.

8.5 The captain is responsible for the ship and crew in the case of cruises. He has sole power of decision with regards to the nautical leadership of the ship, ensuring safety and adherence to the on-board rules and is entitled in this regard to demand the disembarkation of a passenger from the ship without compensation. This authorisation shall also apply if one of the cases specified in Sections 3.5 and 8.2 is deemed to exist by the captain.

8.6 ICO is entitled to cancel the package travel contract without observance of a notice period if the applicant booked the trip using false personal information, addresses and/or identification documents.

8.7 If the applicant and/or travellers violate their contractual duty to provide ICO with the required passport details to forward to the relevant entry authorities prior to departure, ICO shall not be liable for the timely issue and access to necessary visas or other travel documents if the applicant has appointed ICO to produce them, unless ICO breaches its contractual duties. In these cases, ICO is entitled to deny transportation or further carriage of the applicant and/or the traveller without the obligation to pay compensation and to demand cancellation fees as per Section 9.2.

8.8 If the package travel contract was cancelled for the aforementioned reasons and further carriage is denied, ICO remains entitled to the travel price. However, ICO may offset the value of the saved expenses, as well as any benefits it obtains from any other use of the unused services. ICO shall not be responsible for any additional costs incurred by the applicant in this regard. In particular, the applicant must bear any additional costs incurred for himself/herself or the travellers for return transport to their place of domicile. The applicant is advised to check whether additional travel health insurance is required. It is advisable to take out an insurance policy that covers the costs of support incl. return transport in the case of accidents, illness or death.

## 9. TERMINATION OF THE TRAVEL CONTRACT BY THE TRAVELLER PRIOR TO THE DEPARTURE DATE (CANCELLATION) AND CANCELLATION FEES

9.1 The applicant is entitled to cancel the trip at any time prior to the departure date for himself/herself and other passengers registered by him/her. This cancellation shall only apply for the services from the package travel contract, including any additional packages, in conjunction with any services booked additionally or separately, provided they were included as components of the package travel contract or were booked in relation thereto, i.e. mediated in-/outbound travel packages oder arrival/departure packages. If the cancellation only concerns the package travel contract and not the mediated travel services, the applicant must specify this and provide an explanation. The notice of cancellation must be submitted in writing for reasons of proof. The applicant shall be obligated to return all travel documents provided. As a rule, failure to travel shall be regarded as cancellation. Decisive for the cancellation date is the date on which the notice of cancellation was received by ICO, if the trip was booked directly with ICO. If the travel booking and mediation of other services were provided by a travel agency, the delivery of the notice of cancellation to the travel agency shall suffice in this regard, otherwise the cancellation must be declared separately. The notice of cancellation must be submitted during the regular business hours of ICO (Mon-Fri, 09:00 a.m. – 06:00 p.m.).

9.2 ICO reserves the right to demand appropriate compensation in consideration of the saved expenses and the potential benefit of another use of the remaining service. Instead of verifiable expenditure, ICO is entitled to claim lump sum compensation, which (provided no replacement traveller was named) shall be calculated for each cancelled traveller on the basis of the respective trip price as follows.

### Cancellations:

Our service providers calculate various cancellation fees. These are transparently conveyed by ICO (see table). The cruise price listed includes port charges and taxes.

Princess Cruises	Up to 60 days prior to the start	Min € p.p.	59 - 45 days prior to the start	Min € p.p.	44 - 15 days prior to the start	14 - 8 days prior to the start	From 7 days prior to the Start	if passenger fail to start(No Show)
	20%	100,00 €	30%		60%	80%	90%	95%
Princess Deal	Up to 45 days prior to the start				60%	80%	90%	95%
	30%	100,00 €						

<b>Carnival Cruise Line</b>	Up to 76 days prior to the start	Min € p.p.	75 - 56 days prior to the start	Min € p.p.		55 - 30 days prior to the start	29 - 15 days prior to the start	14 - 1 days prior to the start	if passenger fail to start(No Show)
				DBL	SGL				
2 and 3 night cruise	20%	100,00 €	20%	150	300	60%*	80%*	90%	95%
4 and 5 night cruise	20%	100,00 €	20%	200	400	60%*	80%*	90%	95%
6 and 9 night cruise	Up to 60 days prior to the start		90-56 days prior to the start						
	20%	100,00 €	20%	300	600	60%*	80%*	90%	95%
From 10 nights cruises and Alaska, Australia and Europe	20%	100,00 €	20%	450	900	60%*	80%*	90%	95%
<b>Early Saver</b>			Up to 56 days prior to the start			55 - 30 days prior to the start	29 - 15 days prior to the start	14 - 1 days prior to the start	if passenger fail to start(No Show)
				BDL	SGL				
2 and 3 night cruise			20%	150	300	60%*	80%*	90%	95%
4 and 5 night cruise			20%	200	400	60%*	80%*	90%	95%
6 and 9 night cruise			20%	300	600	60%*	80%*	90%	95%
From 10 nights cruises and Alaska, Australia and Europe			20%	450	900	60%*	80%*	90%	95%
<b>Cunard Line</b>	Up to 66 days prior to the start	Min € p.p.	65 - 38 days prior to the start	Min € p.p.	37 - 25 days prior to the start	24 - 9 days prior to the start	From 8 days prior to the start	if passenger fail to start(No Show)	
	20%	100,00 €	35%		60%	85%	90%	95%	
<b>Save &amp; Sail</b>	25%	100,00 €	35%		60%	85%	90%	95%	
<b>P&amp;O Cruises</b>	Up to 91 days prior to the start	Min € p.p.	90 - 57 days prior to the start	Min € p.p.	56 - 42 days prior to the start	41 - 16 days prior to the start	15 - 6 days prior to the start	From 5 days prior to the start and if passenger fail to start(No Show)	
	20%	100,00 €	50%		60%	75%	90%	95%	

When booking offers and special prices, different cancellation fees may apply depending on the respective offer. ICO informs about the different conditions and provides the applicant with the relevant conditions for the offer prices and special travel conditions, before concluding the package travel contract.  
 \*Cancellation or fixed cancellation amount of the second period, whichever is greater.

The contractual penalties in % are calculated from the cruise price.

Travel insurance policies concluded via ICO must be paid in the full amount.

In the case of bookings with in-/outbound travel packages oder arrival/departure packages, the respective airline's cancellation policy shall apply for flights. This may be up to 100% of the price. ICO shall strive to keep the cancellation costs for flights as low as possible and shall refund the taxes and fees for the booking to the applicant at a minimum. The following applies for the other components of the in-/outbound travel packages oder arrival/departure packages:

Up to 50 days prior to departure 50%

49 – 30 days prior to departure 60%

After 29 days prior to departure 80%

In the case of a no show 95%

The applicant reserves the right to prove to ICO that losses did not occur, or that they did not occur to the amount claimed by ICO. In deviation from the aforementioned compensation, ICO is entitled to demand accurately calculated compensation, provided this is quantified and documented.

9.3 When offer prices are booked, depending on the respective offer, different lump sum compensation rates to those stated in Section 9.2 may apply. ICO shall inform the applicant of any deviating conditions and provide the applicant with the special travel conditions that apply for the offer prices before the conclusion of the package contract.

9.4 The conclusion of travel cancellation insurance is highly advisable.

9.5 If one or several persons from a multiple-bed room (2 or more occupants) no longer want to travel (cancellation), the entire cabin must be cancelled in addition to a new booking for the remaining travellers. ICO shall charge for any services obtained through the use of the original trip and any potentially saved expenses.

## 10. UNAVOIDABLE EXTRAORDINARY CIRCUMSTANCES

10.1 If ICO is hindered in the performance of the trip prior to the departure date due to extraordinary circumstances that were neither foreseeable nor avoidable at the time the contract was concluded, both ICO and the applicant shall be permitted to withdraw from the contract. ICO must declare the cancellation immediately after becoming aware of the reason for cancellation. The withdrawing party shall be responsible for providing proof for the acceptance of the unavoidable extraordinary circumstances.

10.2 In the case of unavoidable extraordinary circumstances at the destination or in the immediate proximity thereof, ICO shall no longer be entitled to claim the travel price. After cancellation, ICO must refund the amount of the travel price that had been paid prior to the cancellation as per statutory deadlines.

10.3 If there is a chance that unavoidable extraordinary circumstances may emerge, ICO must inform the travellers of all objectively existing risks. To this extent, ICO is subject to the duty to investigate and inform, to give the applicant the opportunity to contemplate cancelling himself/herself.

## 11. WARRANTY (REMEDIAL ACTION, REDUCTIONS AND CANCELLATION) AND THE STATUTE OF LIMITATION

11.1 If the trip is not carried out, or not carried out in line with the contractual provisions, the travellers may demand remedial action. ICO is permitted to deny remedial action if it is deemed impossible or requires unreasonable effort.

11.2 If the trip is significantly affected by a deficiency and ICO does not perform any remedial action within a deadline specified by the applicant, the applicant reserves the right to cancel the travel contract within the scope of statutory provisions. The demand for remedial action must be directed to the reception of the cruise ship. If, in addition to the cruise, transfers and/or flights and/or hotel services were booked and ICO is the tour operator for these services and not just the mediator (see Section 4.3), the demand for remedial action in cases of significant travel impairments resulting from a deficiency in these services must be directed to the on-site service provider or ICO. For reasons of proof, it is advisable to submit the notice of cancellation in writing. ICO reserves the right to perform a replacement service of similar or higher value as remedial action.

11.3 Claims due to non-contractually performed travel services (Sections 651 i to 651 n of the German Civil Code) must be immediately asserted at the location and shall become statute-barred 2 years after the end of the trip; claims due to unauthorised actions shall become statute-barred after 3 years. The commencement date of the statute of limitations is governed by the respective statutory provisions. Tour guides, travel mediators (travel agencies) and individual service providers are not entitled to acknowledge any claims asserted by travellers against ICO for any reason.

## 12. CONTRACT TRANSFER/BILLING FOR ADDITIONAL EFFORTS/NON-CLAIMED SERVICES

12.1 If a replacement person is specified, ICO is entitled to calculate the incurred, provable and reasonable additional administrative costs, incl. extra costs, also those incurred for the respective service provider in individual cases (flights, hotels, etc.). ICO may request a processing fee of EUR 50 p.p. for name changes. The applicant must provide the details of the replacement person on a durable data medium by 14 days before the departure date at the latest. If such an amendment is required after this date, the trip must be cancelled. The contractual penalties as per Section 9.2 shall apply in this regard. ICO reserves the right to deny a ticket to a third party that does not fulfil the contractual travel requirements. If a third party enters into the package travel contract, he/she and the applicant shall be liable towards ICO as the joint debtors for the trip price and the extra costs incurred by entering into the contract.

12.2 After conclusion of the travel contract, the applicant shall have no claims to modifications regarding the travel date, the ship, the departure date (flight), the accommodation or the mode of transportation (e.g. change of cabin category, changes to the departure, etc.). As a rule, rebooking to another trip shall be treated as cancellation and a new booking. If the applicant would like to rebook on another trip, he/she should ask ICO whether this request can be granted. Rebooking may be possible if no special offer (e.g. early bookers, last minute) was booked and if the trip is rebooked within 12 months of the original travel date (six months for "world trips" and segments thereof). Rebooking can take place only up to 66 days prior to departure and is only permitted once. A processing fee of EUR 50 plus any additional costs incurred by the airline and/or hotel shall be charged for the rebooking. Any modifications that occur after 66 days before the departure date or any modifications made to reduce the price are only possible after cancellation of the previous package travel contract. The cancellation fees (see Section 9.2) shall apply in this regard.

12.3 If the applicant does not make use of individual travel services that were offered to him/her in an orderly manner for reasons attributable to him/her (e.g. due to an early departure or other compelling reasons), he/she shall not be entitled to a pro-rata refund of the travel price. ICO shall seek reimbursement of the expenses saved by the service provider. This obligation shall cease to exist if this concerns insignificant services or if reimbursement violates statutory or official regulations.

## 13. SPECIAL CARE PROVISIONS, PASSPORT, VISA AND HEALTH REQUIREMENTS

13.1 ICO shall inform the applicant prior to the conclusion of the contract of the relevant passport, visa and health regulations valid in the destination country, including the approx. time limits for obtaining visas, as well as any changes to these regulations prior to the travel date. In the case of mandatory fulfilment of the notification duty by the tour operator or travel agent, the applicant must meet the requirements for the trip.

13.2 If issues arise for the trip e.g. due to missing personal requirements, that can be attributed to the actions of the applicant, the applicant shall lose the ability to withdraw from the contract free of charge or claim individual travel services without consequences. In these cases, the stipulations of Sections 9.1 and 9.2 shall apply accordingly. The applicant is responsible for obtaining and submitting the officially required travel documents, getting any required vaccination and complying with customs and foreign exchange provisions. Any disadvantages that arise from failure to comply with these provisions, i.e. failure to pay cancellation fees, shall be at the expense of the applicant.

13.3 The EU Regulation regarding informing air passengers of the operating airline (EuReg 2111/05) obligates ICO to inform the passenger of the identity of the operating airline(s) for all flights to be provided within the scope of the booked journey at the time of the booking. If the operating airline is still undetermined at the time of booking, ICO must inform the passenger which airline(s) shall most likely operate the flight. As soon as ICO becomes aware of the airline that will operate the flight, it must inform the passenger. If the airline specified to the passenger as the operating airline changes, ICO must inform the passenger of this change. The list of airlines which are not permitted to transport passengers as per EU law can be found on the following website [ec.europa.eu/transport/modes/air/safety/air-ban\\_de](http://ec.europa.eu/transport/modes/air/safety/air-ban_de).

## 14. LIABILITY

14.1 ICO is liable within the scope of the duty of care of a prudent tour operator for the conscientious preparation of the journey, the careful selection and monitoring of service providers, the accuracy of all descriptions of services in the respective advertisements and the proper provision of the contractually agreed travel services, in consideration of the applicable regulations of the respective destination country and location.

14.2 The total liability of ICO is limited to the amount of three times the travel price for claims for damages that are not physical injuries or culpably caused as per Section 651 p of the German Civil Code. This limitation of liability applies to each person and each trip.

14.3 a) If ICO acts as a contractual air carrier, the liability of the operator is based on the respective applicable regulations of the Air Traffic Act, the Warsaw Convention in the valid and applicable version from The Hague and the Montreal Convention. b) If ICO acts as a contractual shipping company, the respective applicable special international convention or regulations based on such conventions under national law shall also apply. c) ICO shall not be liable for damages to or the loss of outdoor equipment due to theft or other losses outside the ship. The above shall not apply if the damage in question can be attributed to intentional or grossly negligent behaviour by ICO. ICO shall be liable to the extent governed by statutory provisions for any damages to or losses of cabin luggage.

14.4 The liability of ICO shall be excluded or limited if international conventions or statutory provisions based on similar international conventions permit the service providers to be limited in their liability for the services to be provided by them or exclude their liability.

14.5 ICO shall not be liable for service disruptions, bodily injuries and damages to property in relation to services that were mediated by ICO as third-party services (e.g. excursions, transport services to and from the specified departure location and destination, etc.), if these services are explicitly marked as third-party services with reference to the mediating contractual partner in the booking confirmation. ICO shall not be liable for payments made directly to other service providers.

14.6 ICO shall not be liable for costs incurred by the applicant and/or travellers failing to arrive at the ship on time, provided ICO is not contractually responsible for transportation to the ship. This shall apply to the departure ports as well as ports visited during the cruise, provided land excursions are carried out by the applicant and/or the travellers under their own responsibility. The captain is not obliged to wait for any delayed passengers.

14.7 ICO shall not be liable for any errors during the booking process attributable to the applicant or unavoidable, exceptional circumstances. ICO shall not be liable for descriptions in third-party travel advertisements, e.g. from the travel agency, upon the creation of which ICO had no influence and the accuracy of which cannot be verified by ICO. Travel agencies or other service providers are not authorised to provide any warranties on behalf of ICO or reach any agreements that do not correspond to the descriptions in travel advertisements, that go beyond the reservation confirmation, that contradict the above or modify the confirmed content of the package travel contract.

14.8 The passenger is entitled to claim compensation for damages caused by a technical error in the ICO booking system, unless ICO is not responsible for the error.

## 15. PRIVACY POLICY

15.1 The personal data disclosed by the applicant shall be electronically processed and used, provided this is required for the execution of the contract. Personal data is information on the identity of a person, such as name, address, date of birth or e-mail address. User data is data that is not actively disclosed, rather it is passively collected e.g. through the use of a website or online shop.

15.2 ICO shall only collect, process, store and use the traveller's data within the scope of fulfilling its duties from the travel contract and for communication purposes. This data shall only be disclosed to companies involved in the fulfilment of the package travel contract to the extent required to process the booking. Upon request, ICO shall provide information on the personal data stored on the customer. The data shall be deleted as soon as it is no longer required for the purpose for which it was collected.

## 16. FINAL PROVISIONS

16.1 Only the information provided in the booking confirmation is binding. Information in publications of any sort corresponds to the time of publication and is non-binding. ICO shall not be liable for any errors.

16.2 Individually agreed contractual provisions that are supplemented by these Terms of Travel and Payment shall apply initially. If neither the contract nor these Terms and Conditions contain a corresponding provision, the statutory provisions, in particular those regarding the law on package travel contracts, including Section 250 EGBGB, shall apply.

16.3 The contractual relationship between the applicant and ICO and the resulting rights and duties are governed by the law of the Federal Republic of Germany. However, if the applicant is a consumer, he/she reserves the right to invoke the applicable provisions of his/her country of habitual domicile that protect his/her rights and may not be deviated from by contract, provided that the commercial activities of ICO are explicitly directed towards the country in question.

16.4 The place of jurisdiction for all legal disputes, wherever legally permissible, is Munich.

16.5 If one of the provisions of these Terms and Conditions is found to be invalid, this shall not affect the validity of the remaining provisions. In this case, the invalid provision must be replaced by a legally permissible regulation that comes closest to the economic intent of the original provision.

16.6 These Terms and Conditions form a component of the package travel contract in their respective valid version.

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*Subject to printing errors and amendments.*

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