

Service Terms and Conditions

1. INTRODUCTION AND GOVERNING LAW

Upon booking the Expedition Boat and/or Air Package, each passenger named on the booking confirmation explicitly agrees to these Service Terms and Conditions. Any passenger booking or purchasing the Expedition Boat and/or Air Package represents that he or she is authorized by all accompanying passengers to accept and agree to all the terms and conditions set forth herein.

You acknowledge and agree that, except as otherwise expressly provided herein, the resolution of any and all disputes between ATC Cruises and any passenger shall be governed exclusively and in every respect by the Ecuadorian laws as the place of tort. You agree this choice of law provision replaces, supersedes, and preempts any provision of the law of any nation to the contrary.

2. DEFINITIONS

“Expedition” and “Expedition Boat” mean the scheduled boat voyage as published in the booking confirmation, and also includes any air, road, or sea transport components taken with or included in the price of the confirmed booked services, and any activities, shore excursions, tours, or shoreside facilities related to or offered during Expedition.

“Air Package” refers to air transportation booked for You by Us to enable You to travel to and from Expedition.

“You”, “Your”, and “Passenger” means the person booking or purchasing the Expedition Boat and/or Air Package or named on the booking confirmation and persons in their care, including any minor, and their heirs, relatives, successors in interest, and personal representatives.

“Booking Fare” means the amount payable for Your Expedition Boat. It covers the Expedition Boat scheduled meals and accommodations while onboard, air programs and/or other travel components added to Your Booking Fare and charged to You. The Booking Fare does not include beer, wine, spirits, sodas, or other bottled or speciality beverages, travel protection purchased through the booking process, or charges for other incidental items, activities, excursions, transportation, or personal services during or in connection with the Expedition Boat; or any taxes, fees, port expenses, airline or other services or baggage fees, for which a separate charge may be imposed.

“Us”, “We”, “Our”, and “ATC Cruises” stands for ATC Cruises, the local operator of the Expedition Boats.

3. PASSENGER OBLIGATIONS

- A. Before You board the ship or embark on the Expedition Boat and/or Air Package, You must:
 - a. Pay Your Booking Fare.
 - b. Familiarize yourself with the Service Terms and Conditions.
 - c. Bring all necessary travel documents such as passports, visas, proof of citizenship, re-entry permits, minor's permissions, medical certificates, and all other documents necessary for travel.

It is the Passenger's sole responsibility to obtain and have available when necessary the appropriate valid travel documents. All Passengers are advised to check with their travel advisor or the appropriate government authority to determine the necessary documents. You will be refused to board or disembarked without liability for refund, payment, compensation, or credit of any kind if You do not have proper documentation, and You will be subject to any fine or other costs incurred by ATC Cruises which result from improper documentation or noncompliance with applicable regulations, which amount may be charged to You.
 - d. Be sure that You and any person in Your care are fit to take the Expedition Boat.

- B. Any and all additional services and personal expenses must be paid in cash before acquiring them. There will be no stateroom accounts or open tabs.
- C. You must obey the rules and regulations while in the Galapagos Islands National Park. Failure to comply with these rules may result in sanctions by the Ecuadorian government.

ATC Cruises shall not be liable for refund, payment, compensation, or credit of any kind, nor damages resulting from Your failure to comply with any of the requirements set forth above.

4. RESPONSIBILITY TO INFORM OF SPECIAL NEEDS

If You have any special medical, physical, or other requirements, You, Your travel advisor, or any person booking on Your behalf is requested to inform Us in writing at the time of booking of any special need or other condition for which medical attention might be required or for which the use of a wheelchair or service animal is contemplated or necessary. If any such special need or condition arises after You have booked the Expedition Boat and/or Air Package, You are requested to report it in writing to Us as soon as You become aware of it.

Passengers acknowledge and understand that certain safety requirements, standards, and/or applicable regulations involving design, construction, or operation of the vessel, docks, gangways, anchorages, or other facilities on or off the vessel may restrict access to facilities or activities for persons with mobility, communication, or other impairments or special needs. Passengers requiring the use of a wheelchair must provide their own as ATC Cruises wheelchairs carried on board the vessel are for emergency medical use only. You acknowledge and agree ATC Cruises may disembark or refuse to embark You or anyone under Your care as set forth in Section 10 below. In limited situations where You would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aids and services, we reserve the right to refuse permission to participate in all or part of the Expedition Boat.

5. PAYMENT POLICIES

- A. All invoices will be sent on confirmation and require full payment prior to the beginning of services and obeying the following due dates:

Payment terms			
	FITS	GROUPS OF 8+ PAX	REMARKS
At booking confirmation	10%	10%	First Deposit
90 days prior to departure (Groups)		90%	Balance payment
30 days prior to departure (FITs)	90%		Balance payment

- B. Should there be a failure to comply with the compulsory payment policies, ATC Cruises reserves the right to cancel any current and/or upcoming bookings without prior notice until the overdue bookings' debt accounts for zero in ATC Cruises' accounting records.

6. CANCELLATION POLICIES

A. The cancellation fees on any cancelled booking will be processed based on the following terms:

Cancellation terms			
	FITS	GROUPS OF 8+ PAX	REMARKS
Up to 91 days prior to departure	No fee	No fee	No Penalty fee
90 – 31 days prior to departure	10%	40%	Penalty fee
30 days or less prior to departure	100%	100%	Penalty fee

B. For COVID-19 related cases, please refer to the separate table of special cases posted online.

C. In case certain items of the tour require different cancellation policies besides those already mentioned, ATC Cruises will inform this via email before confirming any reservations.

D. The cancellation fee on the day of arrival or a no show is 100% of the invoiced value in all cases.

7. CONCERNING SAFETY AND SECURITY

It is possible that Ecuador goes through moments of war, terrorism, crime, Act of God, civil commotions, labour trouble, and/or other potential sources of harm. Local conditions and infrastructure may also create hazards to the Passengers while on and off the ship. Accordingly, it may be necessary to change, cancel or terminate the scheduled expedition or any activities related to the Expedition Boat, including shore excursions. Although ATC Cruises endeavours to provide reasonable protection for Your comfort and safety onboard its ships, and/or other vehicles owned or operated by Us, ATC Cruises cannot guarantee freedom from all risks associated with war, terrorism, crime, or other potential sources of harm. ATC Cruises reminds all Passengers that they must ultimately assume responsibility for their actions. ATC Cruises strongly recommends that Passengers and their travel advisors obtain and consider such information when making travel decisions. Although unlikely, the ship may be confronted by actual or threatened war, warlike operations, or hostilities. ATC Cruises has the absolute right and sole discretion to respond to safety concerns of any kind including, but not limited to, sailing with or without lights, deviating from customary practices or rules and regulations concerning navigation, cargo, or other matters in a time of peace, or sailing armed or unarmed and with or without convoy.

There are risks inherent to being aboard the ship and other means of transportation. These include, by way of example, having to evacuate the ship or other means of transportation in case of emergency, having to move about on the ship or other vessels during rough seas, and lack of access to full medical services. For people who are ill or who have a mental or physical disability or impairment, these risks are more significant. For example, access to all parts of the ship, other means of transportation, or to facilities onshore may be difficult or impossible for some Passengers. In addition, medical evacuations during the Expedition, whether at sea, by tender, or by deviating from the scheduled itinerary, may create an increased risk of harm and may not be feasible for a variety of reasons. We reserve the right to determine, in our sole discretion, exercised in good faith, whether and when a medical evacuation from the ship will occur.

8. RIGHT TO DEVIATE FROM SCHEDULED ROUTE, CHANGE PORT OF EMBARKATION/DISEMBARKATION, SUBSTITUTE TRANSPORTATION, CANCEL CRUISE AND ACTIVITIES, AND CHANGE OR OMIT PORTS OF CALL; SUBSTITUTION

Except as otherwise provided, ATC Cruises may, for any reason, without prior notice, cancel the Expedition Boat; deviate from the scheduled ports of call, route, and timetable; call or omit to call at any port or place or cancel or modify any activity on or off the ship; comply with all governmental laws and orders given by governmental authorities; render assistance to preserve life and property, or change the date or time of sailing or arrival, change the port of embarkation or disembarkation,

shorten the Expedition, or substitute ships, aircraft, or other transportation or lodging. Accordingly, You should not make any important arrangements or meetings based on the scheduled Expedition which may change without liability to ATC Cruises. Furthermore, the captain of the ship, as well as the operator of any other means of transportation, may, in his/her sole discretion, take any action deemed necessary for the safety, security, comfort, or well-being of any person or to prevent damage to or loss of the ship.

In the case of mechanical failures that cause the scheduled Expedition to be cancelled before it starts, ATC Cruises shall offer to transfer you to another Expedition Boat or a full refund of the Expedition Boat Fare; or for mechanical failures that cause a cruise to be terminated early, a partial refund of the Expedition Boat Fare, local travel expenses to transport You to the scheduled port of disembarkation at ATC Cruises's discretion, and overnight lodging if an unscheduled stopover is required. You shall have no claim against ATC Cruises, and ATC Cruises shall not be liable for damages or a refund of the Expedition Boat Fare, any portion thereof, or other payment, compensation, or credit of any kind; nor for hotel or meal charges, travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever, which shall be the Passenger's responsibility, whenever the cancellation or change was otherwise beyond ATC Cruises's exclusive control.

ATC Cruises's non-liability extends without limitation to any of those causes described in Section 14(B) and/or inclement weather; health, medical or environmental considerations; labour, political or social disturbances or unrest; or operational, commercial or safety reasons; or was based on a good faith belief by ATC Cruises or the ship's captain that the Expedition or any portion thereof might endanger the vessel or expose any person or property to loss, injury, damage, or delay. Except as provided above for mechanical failures, whenever the performance of the Expedition Boat is hindered or prevented by any cause or circumstance whatsoever, the Expedition may be terminated and You may be landed with no further liability of ATC Cruises for refund, payment, compensation, or credit of any kind.

If, and only when, the cancellation or change was for reasons other than described in the preceding paragraph, and was within the exclusive control of ATC Cruises, You agree that the liability of ATC Cruises, if any, shall nonetheless be limited as follows:

- A. If ATC Cruises cancels the Expedition Boat before it has started, it shall offer to transfer you to another Expedition Boat or refund the Expedition Boat Fare (less any air or accommodation charges incurred).
- B. If the sailing is delayed and You have not been accommodated onboard the ship, ATC Cruises may arrange accommodations and food at no additional expense to You.
- C. If the scheduled port of embarkation or disembarkation for an Expedition Boat is changed, ATC Cruises shall arrange transportation to it from the originally scheduled port.
- D. If the Expedition Boat is terminated or ends early ATC Cruises, at its option, may issue a cruise credit, make a partial refund of Your Expedition Boat Fare, transfer You to another ship, or transport You to the scheduled final port.
- E. If You pay ATC Cruises an amount above the Expedition Boat Fare for a shore excursion or other activity that is cancelled, You will be limited to a refund, if any, of the amount paid for the cancelled activity.

Under no circumstances shall ATC Cruises be or become liable for consequential or other damages of any kind sustained by any Passenger except as expressly provided herein.

9. RIGHT TO REFUSE BOOKING AND PASSAGE, CANCEL RESERVATION, CONFINE YOU TO YOUR STATEROOM, OR DISEMBARK YOU

ATC Cruises reserves the right to refuse a booking of passage on an Expedition Boat to any person or to cancel Your existing Expedition Boat reservation for any lawful reason and regardless of existing benefits. Any person(s) refused booking or passage in advance of the scheduled sailing by ATC Cruises will be given a refund of their Expedition Boat Fare. ATC Cruises may without liability for refund, payment, compensation or credit, except as provided herein, disembark or refuse to embark You, confine You in a stateroom, quarantine You, restrain You, change Your accommodations, or disembark You at any time if, in the sole opinion of ATC Cruises, the captain, or any doctor, You or any minor or another person in Your care during the Expedition Boat(s), are unfit for any reason for the Expedition Boat(s), or Your presence might be

detrimental to Your health, comfort or safety or that of any other person, or in the judgment of the captain is advisable for any reason. ATC Cruises reserves the right to request a letter from Your physician attesting to Your fitness to travel, but by requesting such a letter does not waive its right to disembark or refuse to embark You as set forth in this Section. Except as otherwise provided, if You are required to remain onboard the ship or elsewhere, due to injury, illness, or disability, or due to action of any government or authority, or for any other reason not the fault of ATC Cruises, You must pay or reimburse ATC Cruises for all resulting costs and expenses including for food, transportation, accommodation, medical and/or repatriation services for You and/or those accompanying You. If You become unfit to travel for any reason during the Expedition Boat(s) and/or You disembark early, or if You are refused passage, or Your reservation is cancelled if You book a cruise after ATC Cruises has advised You that You are no longer allowed to sail, ATC Cruises shall not be liable for any refund, payment, compensation, or credit of any kind.

10. RESPONSIBILITY TO COMPLY WITH LAW, REGULATIONS, AND RULES OF THE SHIP

You shall be responsible for complying with the requirements of all immigration, port, health, customs, and police authorities, and all other laws and regulations of Ecuador, as well as this Expedition Boat Terms and Conditions. You must at all times obey all the rules, regulations, and orders of the ship and the captain. You may be disembarked without liability for refund, payment, compensation, or credit of any kind if You or any Passenger for whom You are responsible violate any of these requirements, and You agree to assume and/or reimburse ATC Cruises for any expenses or fines that may be incurred as a result of such noncompliance.

11. HEALTH, MEDICAL CARE, AND OTHER PERSONAL SERVICES

Due to the nature of travel by sea and the ports visited, the availability of medical care may be limited or delayed and emergency medical evacuation will not be possible from every location to which the ship sails. All health, medical, or other personal services in connection with Your Expedition are provided solely for the convenience and benefit of Passengers who may be charged for such services. You accept and use a medicine, medical treatment, and other personal services available on the ship or elsewhere at Your sole risk and expense without liability or responsibility of ATC Cruises whatsoever, and agree to indemnify ATC Cruises for all medical or evacuation costs or expenses incurred on Your behalf. Doctors, nurses, or other medical or service personnel work directly for the Passenger and shall not be considered to be acting under the control or supervision of ATC Cruises, since ATC Cruises is not a medical provider. We do not undertake to supervise the medical expertise of any such medical personnel and will not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis, or other professional services that a doctor or nurse may or may not furnish You. Similarly, and without limitation, all spa personnel, instructors, lecturers, entertainers, and other service personnel shall be considered independent contractors who work directly for the Passenger.

12. NO ANIMALS

No pets or other animals are allowed on the ship or anywhere in the Galapagos National Park protected areas at any time.

13. LIMITED LIABILITY AND INDEMNIFICATION

- A. **General:** Nothing contained in these Service Terms and Conditions shall limit or deprive ATC Cruises of the benefit of the applicable statutes or laws of Ecuador; or any international convention providing for release from, or limitation of, liability.
- B. **Acts Beyond ATC Cruises's Control, Force Majeure:** Except as provided in Section 7 with regard to refunds and certain other expenses for cruises that are cancelled or terminated due to mechanical failures, ATC Cruises is not liable for death, injury, illness, damage, delay, or other loss to person or property of any kind caused by an Act of God; war; civil commotions; labour trouble; terrorism, crime or other potential sources of harm; governmental interference; perils of the sea; fire; seizure or arrest of the vessel; the need to render medical or other assistance, or any other cause beyond ATC Cruises's exclusive control, or any other act or omission not shown to be caused by ATC Cruises's negligence. Additionally, all cases of refunds will be studied on a case-by-case basis.

- C. **Claims for Emotional Distress:** ATC Cruises shall not be liable to the Passenger for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances, except for such damages proven in a court of competent jurisdiction arising from and attributable to Passenger's physical injury or as the result of Passenger having been at actual risk of immediate physical injury proximately caused by ATC Cruises's negligence.
- D. **Assumption of Risk:** You agree that by using the ship's recreational equipment and facilities or taking part in an organized group or individual activities, whether on or off the ship or as part of a shore excursion, You assume the risk of injury, death, illness, or other loss. You agree that ATC Cruises in no event is liable to You with respect to any occurrence taking place off the ship, launches, tenders, or other craft owned or operated by ATC Cruises or for any event caused by the criminal conduct of any third party.
- E. **Additional Limitations from Liability:** In addition to all the restrictions and exemptions from liability provided in these Service Terms and Conditions, ATC Cruises shall have the benefit of all the statutes of Ecuador providing for limitation and exoneration from liability and the procedures provided thereby. Nothing in these Service Terms and Conditions is intended to nor shall it operate to limit or deprive ATC Cruises or any such statutory limitation of or exoneration from liability under any applicable laws.
- F. **Excursions, Shoreside Services, and Other Transportation:** All travel facilities, tours, activities, products, or services, other than aboard ATC Cruises' vessels, tenders, buses, or cars owned or operated by us, provided in connection with, before, after, or during Your Expedition and/or Air Package, including but not limited to pre- and post-cruise activities, shore excursions, hotel accommodations, meals, or transportation of any kind by any vessel, aircraft, or other conveyance, including, but not limited to, air travel to and from the ship (including travel on the airline(s) used in the Air Package), are provided, owned and/or operated by independent contractors whose employees, facilities, conveyances, products, and services are not subject to ATC Cruises's supervision or control. In providing or selling reservations or tickets in connection with any such activities, services or transportation or by accompanying You during such activities, ATC Cruises does so as a convenience to Passengers and shall be entitled to impose a charge and earn a profit from the sale of such excursions, services or transportation, but does not undertake to supervise or control such independent contractors or their employees, conveyances, or facilities. ATC Cruises accepts no liability for any loss, delay, damage, injury, death, misrepresentation arising from any excursion, service, or transportation or any loss, delay, or disappointment for any cancellations of any excursion, service or transportation including but not limited to air flight cancellation(s), errors in seat reservation, upgrade, overbooking, or ticketing. ATC Cruises makes no warranty, either express or implied, regarding the suitability, safety, insurance, or other aspects of any such contractors, transportation, tours, services, products, or facilities. Any liability for such services will be governed by these Service Terms and Conditions and the contracts and/or tariffs between You and such service companies. You agree that ATC Cruises's liability if any for the Non-Performance of any independent contractor providing such facilities or services shall not exceed the amounts received for such facility or services by ATC Cruises on Your behalf. Any company or person providing services or facilities of any kind in connection with a shore excursion or other activity offered for purchase by ATC Cruises shall have the benefit of every defence to which ATC Cruises is entitled under these Service Terms and Conditions.
- G. **Indemnification:** You agree to reimburse and indemnify ATC Cruises for any damages, liabilities, losses, penalties, fines, charges, or expenses of any nature whatsoever incurred by You or imposed upon ATC Cruises as a result of any act, omission, or violation of law or these Service Terms and Conditions by You or any minor or other Passenger in Your care.
- H. **Travel insurance:** All passengers are required to be fully covered by personal health insurance with international coverage when travelling to Ecuador including any hospitalization or repatriation costs, or in case any portion of passengers' trip is altered by any causes outside ATC Cruises or the agent's control.
- I. **Passenger's personal belongings:** ATC Cruises is not liable for theft, robbery, loss, or damage to the traveller's baggage or personal belongings, unless they were left in the care of ATC Cruises with the explicit understanding that they would be kept in safety, or if theft, loss or damage was caused by the obvious negligence of ATC Cruises' employees.
- J. **Services not related to ATC Cruises:** In case of passengers' complaints related to services where ATC Cruises had no relation whatsoever, ATC Cruises will not be liable to provide any compensation.

14. AIR PACKAGE

- A. **Arrangements by ATC Cruises:** If You are participating in our Air Package, we will arrange for air transportation from the places available to the departure point of your Expedition Boat and return air transportation from the termination point of Your Expedition Boat to the city from which You departed. Due to the special fares and capacity controls we have with airlines, we retain the right to select carriers and determine routings. Some routings may involve travel to an airport other than in the place where the ship embarks or disembarks. In those cases, bus transportation to and/or from the ship will be provided. Flight schedules and/or availability may require overnight hotel accommodations either to join and/or to return from Your Expedition Boat. Please refer to ATC Cruises' website or the applicable brochure regarding our policies on booking hotels and responsibility for the costs of hotels and associated services.
- B. **Schedule Changes/Air Delays:** We reserve the right to change or alter air flights as required by airline schedule changes. If tickets have already been issued, we will adjust Your itinerary or air carrier, accordingly. Should You choose to alter your airline schedule in any way once Your tickets have been issued, airline charges which result will be Your responsibility. If our assistance is requested in changing airline arrangements within 60 days of departure, an additional administrative charge will be levied in addition to any charges imposed by airlines. If You are travelling on an ATC Cruises ship and Your flights are delayed, please call us Yourself at the emergency numbers provided in the welcome documentation.
- C. **Seat Assignments/Special Services/Fares/Baggage Charges:** We cannot guarantee, make, or confirm seat assignments, special meals, or other special services. If airline fuel or other surcharges or additional governmental taxes or levies are imposed, we reserve the right to pass these through to You. Each airline has its own baggage allowance policy. You are responsible for any excess baggage charges imposed by airlines.
- D. **Liability and Relationship With Airlines:** We will use our best efforts to arrange for Your air transportation. If, however, due to any cause beyond our control, we are unable to arrange for air transportation (including, for example, because of capacity controls placed upon us by airlines due to the types of fares under which we book) or the air transportation we arrange is unavailable or otherwise fails to materialize, our sole liability will be limited to refunding the air add-on paid or ship-only credit. Our relationship with airlines is that of an independent travel advisor. We assume no liability for any acts or omissions of any airline including, without limitation, those involving cancellation of flights, schedule changes, re-routings, damage to or delay or loss of baggage, flight delays, equipment failures, accidents, pilot or other staff shortages, overbooking, or computer errors. Accordingly, You will not have any right to claim or recover against Us as a consequence of any act or omission of any airline. The liabilities and obligations of an airline to You, and Your rights against an airline, are subject to any and all terms and conditions of the airline's ticket and tariffs and any and all governmental laws and regulations bearing upon or otherwise relating to such rights, liabilities, and obligations.