

## Shared Cruise Terms and Conditions

The following Terms & Conditions apply to all the shared cruises operated by Dutch Oriental Megayachts LLC regardless of the size, type, capacity of the vessel as well as type of event (Sunset Cruise, Dinner Cruise, Brunches etc.) where guests access through paying an individual ticket.

### 1. Booking and Payment

#### 1.1. Ticket Purchase and Sitting:

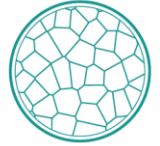
- Passengers must make reservations in advance to secure access on the yacht shared cruise. There is no assigned sitting on board, except for VIP tickets, where a table is reserved in the upper deck. Management reserved the right to change the location of the VIP area depending on the space allocation and weather conditions.
- Tickets can be purchased online, over the phone, or in person in our offices.
- Each ticket corresponds to one passenger.

#### 1.2. Payment:

- Passengers are required to pay the specified ticket price for the chosen shared cruise package. Prices include VAT.
- Additional charges may apply for special requests, additional services, or items purchased on board.

#### 1.3. Cancellation and Refunds:

- Passengers may cancel their reservation up to 24 hours before the scheduled cruise without incurring any penalties.
- Cancellations made by passengers within 24 hours of the cruise will not be eligible for a full or partial refund.
- Additionally, a no-show will also be considered as no refund.



## 2. Yacht Usage

### 2.1. Capacity and Shared Experience:

- The yachts have a maximum passenger capacity, and passengers can freely move to the authorized decks and areas that are not clearly marked as “restricted” or blocked. These areas are used by the crew to carry on their duties or considered hazardous for passengers.
- Passengers share the yacht with others who have purchased tickets for the same cruise.
- No special privileges are given to individuals or groups over others, except for what they are entitled to, based on the ticket package they have purchased.

### 2.2. Safety Regulations:

- Passengers must follow safety instructions provided by the crew. In particular, no swimming, diving or sunbathing is allowed on the cruises.
- In case of any emergency, the life jackets and safety equipment must be used as directed by the crew. Each yacht has a designated assembly point and passengers are required to locate them when they are on board.

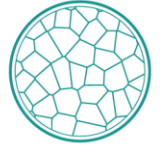
### 2.3. Alcohol Consumption:

- Alcoholic beverages can be consumed on board from those who purchased the alcohol package tickets, however excessive drinking or disruptive behaviour is not permitted.

## 3. Cruise Experience

### 3.1. Inclusions:

- The cruise package includes complimentary soft drinks, water, non-alcoholic and alcoholic beverages (depending on the ticket).
- An international buffet is provided, and it is included in the cost of the ticket.
- If you have any food intolerances or allergies, it is essential to notify the crew before consuming any food.



- Each dish is labelled with information about allergens contained in the food. As a passenger, you are responsible for consuming only the food that is safe and not harmful to your health.
- The menu features over 50 dishes prepared by regional chefs, along with internationally recognized beverage brands, aiming to satisfy most passengers. However, because of individual preferences and cultural differences not all food options will appeal to everyone. In no case will this be grounds for a refund.
- Food, amenities and onboard facilities are as depicted in brochures and images. Passengers acknowledge that any discrepancies between their expectations and the content presented in brochures and images do not constitute grounds for complaint.

### 3.2. Duration:

- Cruises are available for a specified duration (e.g., 3 hours) and the departure/arrival times are fixed.
- Passengers are required to arrive up to 45 minutes prior to the departure time indicated on their ticket in order to ensure timely departure.
- Traffic congestion or any other inconvenience preventing passengers from being on time will not justify a refund or a request to hold the yacht for departure.
- Missing the yacht will be considered as No-Show and no refund will be granted.

### 3.3. Shared Amenities:

- Passengers share common areas, such as the deck, lounge, and dining spaces.
- During the cruise there will be live performances, music, dance/light shows and any other entertainment activity determined from time to time.

## 4. Liability and Insurance

### 4.1. Liability:

- Passengers are responsible for their personal belongings during the cruise.
- Dutch Oriental Megayachts LLC is not liable for any loss, damage, or injury. The passenger agrees to defend, hold harmless, and indemnify Dutch Oriental and its



agents, directors, officers, and employees from and against any and all judgments, claims, causes of action, suits, proceedings, losses, damages, demands, fees, expenses, fines, penalties, or costs (including reasonable attorney's fees and disbursements) resulting from suits, claims, actions, or demands brought by a third party. Under no circumstances Dutch Oriental shall be liable for liquidated damages or loss of profit incurred by the passenger.

#### 4.2. Insurance:

- The yacht is insured for third party liability, but passengers are encouraged to have their own travel insurance.

### 5. Compliance with Local Laws

#### 5.1. Legal Requirements:

- Passengers must comply with all relevant local, state, and federal laws of the UAE during the cruise.
- This includes adherence to alcohol consumption laws and safety regulations.

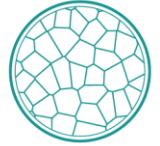
#### 5.2. Age Restrictions:

- Guests must be of legal drinking age (as per local laws) to consume alcoholic beverages. No outside food or beverages are allowed on the cruise.

### 6. Dispute Resolution:

- In the event of any dispute, controversy, or claim arising out of or relating to these T&C's, the parties shall first attempt to resolve the dispute amicably through good-faith negotiations.
- If mediation fails to resolve the dispute, the parties agree that the dispute shall be referred to arbitration.
- The arbitration shall be conducted in accordance with the rules of the Dubai International Arbitration Centre (DIAC) or any other mutually agreed-upon arbitration institution.

### 7. Governing Law



All proceedings, whether in mediation, arbitration, or litigation, shall be conducted in English.

This agreement shall be governed by the laws of Dubai, United Arab Emirates.

**7.1. Cost and Fees:**

Each party shall bear its own costs and expenses related to the dispute resolution process, including legal fees and administrative charges.

By Purchasing the ticket, the client agrees to these Terms and Conditions.