

General Terms and Conditions of Travel of Poseidon Expeditions GmbH

1. Scope of Application

- 1.1 These General Terms and Conditions of Travel apply to all contracts between Poseidon Expeditions GmbH ("Poseidon"), as an organiser of package tours, and the traveller ("Customer").
- 1.2 When booking a package tour, the Customer shall receive any legally required information, in particular, the standard information form for package travel contracts, prior to the conclusion of the contract.

2. Conclusion of the Travel Contract

- 2.1 By his application, the Customer submits Poseidon the binding offer to conclude a travel contract based on the travel description for the relevant trip for the selected travel period and based on these General Terms and Conditions of Travel. The application is also made by the applicant on behalf of all participants listed in the registration, for whose contractual obligations the person registering is responsible as well as for his / her own obligations, provided he / she has assumed this obligation by express, separate declaration.
- 2.2 The travel contract comes into effect upon the acceptance of the Customer's application by Poseidon. Poseidon confirms the conclusion of the contract to the Customer with the travel confirmation/invoice on a durable data medium (e.g. by email / as an email attachment) directly or via the travel agent and sends the refund security note. Only in the event of Art. 250 Sec. 6 para 1 s. 2 EGBGB (Introductory Act to the German Civil Code), for example at trade fairs, does the Customer receive the booking confirmation in paper form.
- 2.3 If the content of the booking confirmation varies from the content of the Customer's application, the booking confirmation from Poseidon will constitute a new offer, subjected to the pre-contractual obligation to provide information, binding Poseidon for a period of 14 days. Poseidon shall expressly point the Customer to any divergences. The contract shall be concluded based on the new offer if the Customer expressly or conclusively accepts it within the binding period, for example, by paying a deposit.
- 2.4 Travel agents (e.g. travel agencies, online intermediaries / online portals) and service providers (e.g. hotels, transport companies) are not authorised by Poseidon to make agreements, provide information or make assurances altering the agreed content of the travel contract or exceeding the contractually agreed services of Poseidon, or contradicting the travel description.
- 2.5 The minimum age for individual travellers is 18 (completed) years. Guests aged up to 17 (completed) years have to be accompanied by an at least 18-year-old adult booked on the same cabin and staying there overnight. Children must be at least 12 (completed) years of age to participate in a polar cruise. The ship owner can accept children between 6 and 12 years to the cruise as the case arises, according to the equitable discretion and full consideration of the circumstances by the ship owner. Parents shall acknowledge fully and with binding effect of the Child Policy Release and Rules (poseidonexpeditions.de/child-policy-release-and-rules), which are submitted together with the pre-contractual information. The Child Policy Release and Rules include rules for the supervision of children aboard, requirements of health insurance, notes on the absence of children's programs or children's meals aboard as well as guidelines regarding children's behaviour on board and the liability of parents.
- 2.6 Pregnant ladies are always welcome on the cruise. Women in week one to 13 and weeks 22 onward in their pregnancies must be excluded from participation in the cruise in the interest of safety. Women who will be in weeks 13 through 22 throughout the entire voyage, and who have been cleared by their doctors for the cruise and are fit to travel, must be aware of the limited

medical facilities available aboard. Pregnant women, who are entitled to participate in the cruise (as defined), acknowledge the Pregnancy Information and Waiver (poseidonexpeditions.de/pregnancy-information), submitted together with the pre-contractual information, by signing this document which has to be signed by their physicians as well in order to confirm their fitness for travel.

3. Services Provided by Poseidon

The scope of the contractually owed performance results from the description of services in the relevant travel description of Poseidon in connection with the individual travel confirmation to the Customer confirming the conclusion of the contract.

4. Payment

- 4.1 After receipt of the booking confirmation and the refund security note, a deposit of 20 percent of the travel price is due and payable within 14 days of the invoice date. The deposit will be offset against the total travel price. The remaining amount of the travel price will be due for payment 30 days before the travel commences at the latest (in case of short-term bookings within this period: the total amount of the travel price), provided, that the refund security note has been handed over and once it is established that the journey will take place, in particular, that it can no longer be cancelled for the reason stated in Sec. 10.1.**
- 4.2 In the event Poseidon has not received any payments due on the tour price despite a reminder and an appropriate period set for payment, it is entitled to withdraw from the contract and cancel the booking. In such cases, Poseidon may charge the Customer with cancellation costs based on Sec. 6.2 or 6.3 below, provided, the Customer did not have any right to refuse the payment.
- 4.3 Cancellation compensation in the event of cancellation (see Sec. 6.2 / Sec. 6.3) or rebooking fees (see Sec. 7.1) are due for payment immediately after the invoice has been issued. Insurance premiums are due together with the deposit.
- 4.4 If the Customer wishes to pay by SEPA credit transfer, he is required to issue a SEPA Direct Debit Mandate (Direct Debit Authorisation) using the form presented by Poseidon and, in particular, to provide Poseidon or the travel agency with the Customer's bank details and address and to give his consent to the collection in the Direct Debit Scheme. In case of doubt, the travel confirmation, being the contractual document, represents the preliminary information for the Customer ("pre-notification"). Poseidon and the Customer agree on a period of two days for the preliminary information. The deposit and balance payments shall then be debited according to their due dates and insofar as the refund security note has been handed over, the balance payment after its due date according to Sec. 4.1 (30 days) from 28 days prior to the commencement of the journey, always observing the period for advance information of two days.
- 4.5 Should the Customer choose to pay by credit card, he shall grant the debit authorisation for this credit card account when booking the trip. If Poseidon has expressly accepted this method of payment in the travel confirmation, a payment by the Customer shall be regarded as preliminary until it is established that the amount collected by Poseidon from the Customer's credit card account has not been fully or partially charged back or its repayment has been otherwise asserted. Should a chargeback occur for reasons for which the Customer is responsible by fault, or a payment is not made on time, the Customer shall be in default and Poseidon shall be entitled to invoice any damage incurred as damage caused by default. The deposit and balance payments on the travel price shall also be debited in the case of credit card payments according to their due dates and insofar as the security note has been handed over.

5. Price and Contract Changes after Conclusion of Contract

- 5.1 Poseidon reserves the right to unilaterally increase the tour price after the contract's conclusion if the increase in the tour price results directly from a rise of costs effectively occurring after the conclusion of the contract, which was not foreseeable at the time of its conclusion, such as a) an increase in costs concerning the carriage of persons resulting from higher cost of fuel or other power sources, b) an increase in taxes and other charges for agreed travel services, such as tourist taxes, landing taxes or embarkation or disembarkation fees at ports or airports, or c) a change in the exchange rates relevant to the package. In the cases mentioned above, the travel price will be changed to the extent that the increase in the factors mentioned in a) to c) per person has an effect on the travel price. Should this be the case, Poseidon shall notify the Customer immediately on a durable data medium (e.g. by email) clearly and comprehensibly about the price increase with a justification for that increase and a calculation. A price increase is only effective if it meets the requirements in this paragraph and if Poseidon notifies the Customer of it no later than 20 days before the start of the package. Any price increase requested from the 20th day prior to the agreed departure date is invalid. Poseidon's obligation to reduce prices in accordance with Sec. 5.2 is expressly indicated. The Customer may demand a price decrease if and to the extent that the factors specified in Sec. 5.1 under a) to c) have changed after the conclusion of the contract and before commencement of travel, resulting in lower costs for Poseidon.
- 5.2 Poseidon reserves the right to change contractual conditions other than the travel price unilaterally after the conclusion of the contract if the changes are insignificant and are not brought about contrary to good faith (e.g. changes in flight times by up to 4 hours, reasonable route changes of ship or aircraft for safety or weather reasons). Poseidon shall inform the Customer about the change on a durable data medium (e.g. by email, SMS) in a clear, comprehensible and prominent manner. The alteration shall be effective, provided it fulfils these requirements and has been declared it before the start of the journey.
- 5.3 Significant alteration of contract terms: If the price increase reserved in Sec. 5.1 exceeds 8% of the price of the total package, Poseidon may not carry it out unilaterally. However, Poseidon may offer the Customer a corresponding price increase and demand within a reasonable period that the Customer (1) may accept the offer to increase the price or (2) withdraw from the contract. The offer of a price increase shall be submitted no later than 20 days before the start of the package. If Poseidon can only provide the package with a significant alteration of any of the main characteristics of the travel services because of a circumstance occurring after the contract's conclusion (Art. 250 Sec. 3 No. 1 EGBGB) or only under deviation from the special requirements of the Customer contained in the contract, sentence 2 of this Sec. 5.4 applies accordingly. Therefore, Poseidon may offer the Customer the respective other alteration of the contract and demand within a reasonable period that the Customer (1) may accept the offer to alter the contract or (2) declare its withdrawal from the contract. The offer of such other alteration to the contract can only be made before the start of the package. After the expiry of a period determined by Poseidon, the offer for a price increase or other contract alteration shall be deemed accepted.
- 5.4 Poseidon is entitled to offer the Customer the option of taking part in another package tour (substitute tour), together with its offer of a price increase or another contract alteration according to Sec 5.4. Poseidon then has to inform the Customer based on art. 250 Sec. 10 EGBGB (Introductory Act to the German Civil Code).

6. Cancellation by Customers before Beginning of the Journey, Cancellation Compensation

6.1 The Customer may cancel the contract any time before the commencement of the vacation. The significant moment will be the receipt of the Customer's notification by Poseidon or the travel agency by which the Customer's booking was made. The Customers are recommended to notify cancellation in writing or in text form (e.g. by email).

6.2 If the Customer cancels the travel agreement, Poseidon is entitled to require appropriate compensation from the Customer. For this purpose, Poseidon has determined the following compensation fees considering the period between the notice of the cancellation and the commencement of the journey as well as anticipated savings of expenses by Poseidon and anticipated profits by another use of the travel services. The compensation fees shall be determined as a percentage of the travel price, according to the time of the Customer's withdrawal, as follows:

- up to the 120th day before departure: 10 %
- from the 119th to the 91st day before departure: 20 %
- from the 90th to the 30th day before departure: 50 %
- from the 29th to the 8th day before departure: 85 %
- from the 7th day until the day of arrival / in case of no-show: 95 %.

In any case, the Customer is at liberty to provide prove that Poseidon incurred no damage or that the damage is significantly less than the lump sum demanded by Poseidon.

6.3 Poseidon reserves the right to demand a concretely calculated, possibly higher compensation instead of the aforementioned compensation fees and, in this event, can quantify and substantiate the demanded compensation considering expenses saved and any other use of the travel services.

7. Rebooking, Replacement Customers

7.1 The Customer has no right to alterations in the travel date, the destination, the accommodation, the type of catering, and the mode of transport or the ship (rebooking). If changes are made at the Customer's request after the trip has been booked, Poseidon will charge a rebooking fee of €50 per change up to 90 days prior to the start of the trip. The Customer is at liberty to prove that damage has not been caused at all or not of the value calculated. Rebooking requests received after the 90th day before the start of the trip may, if possible at all, only be carried out after the Customer's cancellation of the travel contract under the aforementioned conditions of Sec. 6.2 and a simultaneous new registration.

7.2 The Customer may request that a third party be permitted to assume the rights and responsibilities arising from the travel agreement instead of him or herself within a reasonable period on a durable data medium (e.g. by email) before the start of the journey. The notice given at latest seven days before the start of the package shall in any event be regarded to be in a timely manner. Poseidon may object to the entry of the third party if this third party does not fulfil the contractual travel requirements. If a third party enters into the contract, the Customer and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional costs arising from the entry of the third party. Poseidon may claim reimbursement of additional costs only if and to the extent that they are reasonable and actually incurred by it. It must provide the Customer with proof of the amount of the additional costs arising from the transfer of the package travel.

8. Travel Insurance

Poseidon strongly recommends concluding a travel cancellation insurance to cover travel cancellation and interruption costs and may as an agent arrange for the Customer

the conclusion of such a travel cancellation insurance or insurance to cover the cost of assistance including repatriation in the event of accident, illness or death. The customer is obliged to take out a travel health insurance with comprehensive coverage abroad, which includes return transport from abroad, valid for the entire duration and destination countries of the trip.

9. Unclaimed Travel Services

In the event of any unclaimed travel services, duly offered by Poseidon to the Customer, for reasons to be attributed to the Customer (e.g. premature return from the journey, illness, incapacity to travel), the Customer shall not be entitled to a pro rata reimbursement of the price of the travel.

10. Withdrawal and Termination by Poseidon

10.1 Poseidon may withdraw from the contract and cancel the trip up to 30 days prior to the commencement of the journey if the number of persons enrolled for the package is smaller than the minimum number of participants stated in the contract, provided it has stated this number in the relevant pre-contractual information (e.g. travel description) and specified the time period within which the withdrawal notice must reach the traveller prior to the contractually agreed commencement of the journey at the latest, and has specified the minimum number of participants and the latest cancellation period in the travel confirmation.

10.2 Poseidon may also withdraw from the contract before the start of the package if Poseidon is prevented from performing the contract because of unavoidable and extraordinary circumstances. Poseidon has to notify the Customer of the withdrawal immediately after becoming aware of the reason for the withdrawal.

10.3 Should Poseidon withdraw from the travel contract according to Sec. 10.1 or 10.2, it loses its entitlement to receive the agreed travel price. Payments made on the travel price will be refunded to the Customer.

11. Obligations of the Customer, Rectification, Setting of a Period prior to Termination by the Customer, Notification of Baggage damage, Baggage Delays or Baggage Loss

11.1 Customers are required to notify immediately the local tour guide of Poseidon or Poseidon at the address/telephone number given below of any deficiencies that occur and request rectification within a reasonable time. The contact number is contained in the booking confirmation. Insofar as Poseidon was unable to rectify the deficiency because of a culpable omission of the notification, the Customer shall not be entitled to assert the rights specified in Sec. 651m BGB (German Civil Code) or to claim damages in accordance with Sec. 651n BGB. If the Customer requests rectification, Poseidon shall remedy the travel deficiency. However, Poseidon may decline such remedy if it is impossible or involves disproportionate costs, taking into account the extent of the deficiency and the value of the travel service concerned. Poseidon may rectify the deficiency by providing a substitute service of equal or higher value. If Poseidon can refuse to rectify the deficiency and if the deficiency affects a substantial part of the travel services, Poseidon shall offer rectification through appropriate replacement services.

11.2 If a tour is considerably impaired as the result of a deficiency and if Poseidon fails to provide a remedy within a reasonable period, the Customer may cancel the travel contract as provided by statutory law, however, it is recommended that a written or electronic statement be supplied for reasons of proof. Customers are not required to set a deadline if Poseidon refuses any remedy or if an immediate rectification is necessary. If the Customer terminates the contract, Poseidon shall retain the right to the agreed travel price with regard to the travel services rendered and to

those travel services which still have to be performed for purpose of the termination of the package tour; claims by the Customer pursuant to Sec. 651i para. 3 no. 6 and 7 BGB (German Civil Code) shall remain unaffected.

- 11.3 According to international conventions, damage to baggage, delays in delivery of baggage or loss of baggage occurring in connection with flights must be reported within 7 days in the case of a loss of baggage and within 21 days in the case of delay in delivery of baggage. It is recommended to file the loss or damage report immediately on the premises with the responsible airline and that to assert damage as well in writing. In addition, the loss, damage or misrouting of luggage shall be reported to the local tour guide or to Poseidon if warranty claims based on travel law are asserted.

12. Duty of Cooperation of the Customer: Obligation to Examine Physical Constitution of the Customer for the Travel, Requirements of Embarking on the Icebreaker (Special Passport Obligation), Mitigation Obligation

- 12.1 **Important note:** The Customer is obliged to verify before the journey, if necessary, by involving expert medical advice, whether his participation in the journey with its specific contents and its route through extreme climate conditions actually complies with his respective physical condition, constitution and current state of health. He has to consider that the booked cruise is an expedition to remote and not easily reached regions where an emergency evacuation is not always available. On board, the Customer can only acquire the legally prescribed medical care by the on-board doctor as limited by the ship's conditions. In the case of any serious illness, the Customer has to submit a medical certificate for his health conditions.
- 12.2 The Customer's right to obtain services is excluded if they are impossible to be performed by Poseidon in the sense of Sec. 275 BGB (German Civil Code) due to the traveller's incapacity to travel for reasons of illness, infirmity or for any other reason (e.g. departure without strictly necessary escort). In these cases, the traveller agrees to have himself examined by a doctor / the on-board doctor inquiring the traveller's capacity to travel and, if necessary, determining an incapacity to travel binding for both parties.
- 12.3 **Requirements of Embarking on the icebreaker:** In order to be entitled to embark on the icebreaker "50 Years of Victory", the Customer has to submit mandatorily and urgently the identic passport containing the same data as indicated at the booking of the cruise when embarking. Otherwise, the Customer shall be excluded from the cruise and lose his right to services without the reimbursement of costs according to Sec. 275 BGB (German Civil Code). Any alteration of pass data, in particular, after the issuance of a new passport, has to be notified to Poseidon mandatorily until 45 days before the departure date of the cruise.
- 12.4 The Customer shall avoid any damage as far as possible or keep it to a minimum. In particular, the Customer shall draw Poseidon's attention to any risk of damage.

13. Liability, Limitation of Liability of Poseidon

- 13.1 Poseidon's contractual liability for damages, not resulting from injury to life, body or health, which were not culpably caused, shall be limited to three times the travel price. This limitation of liability shall not apply to claims based on the Montreal Convention.
- 13.2 International cruises are covered by the Athens Convention enforced on April 24, 2014 ("AC") and Regulation (EC) No. 392/2009. The liability of the carrier in the event of shipping incidents regarding any passenger claims resulting from death or injuries to body or health as well as claims concerning the loss of or damage to luggage and in terms of deductibles (amounts to be deducted in the event of loss or damage) shall always be restricted according to the limitation of liability provided by the AC in its applicable current version including any relating protocols

(see current regulations of art. 3, art. 5 and art. 8 AC). The deduction provided by art. 8 para 4 AC is applicable. Any contributory negligence of the passenger has to be considered (art. 6 AC). The carrier shall not be liable for any circumstances arising before the passenger embarking the ship or after his departure. This also applies to the personal luggage in the passenger's possession. The carrier is not liable for living animals transported as luggage. The carrier shall not be liable for any damages arising during the transport on ships operated by another carrier. The carrier is not liable for the loss of or damage to money, negotiable papers or other valuable items such as gold, silver, diamonds, jewellery, objects of art, electronic equipment or other valuables except for those handed to the carrier expressly for safe storage (in this case the liability shall be limited based on art. 8 para 3 AC). The Customer himself has to take care that he keeps such items safely in his hand luggage.

13.3 Poseidon is not liable for any deficiencies of performance, nor damages to persons nor for material damages in relation to services which are only provided by Poseidon as an intermediary agent (e.g. trips, guided tours, special events, optional offers of local organisers), if these services have been clearly identified as third party services in the travel description and in the travel confirmation under specification of the contract partner conveyed in a way that they do not appear to be part of Poseidon's travel services to the Customer. However, Poseidon is liable for services including the Customer's carriage from the designated point of departure of the booked travel to the agreed point of arrival, intermediary transfers during the travel and the accommodation during the journey as well as if a damage was caused by a breach of a duty of notification or information or a duty of care of Poseidon.

13.4 If there is internet access on board, the Customer is entitled to use this access himself free of charge, but he may not allow unauthorised third parties to use it. Poseidon does not guarantee the constant actual availability, suitability or reliability of the internet access for a specific purpose, in particular no intended professional or operational, such as the use for home office purposes. Poseidon is not liable for interruptions of internet services due to weather conditions, loss of signal, remoteness in polar or other regions or other reasons that cause the loss of satellite signal. The Customer accepts and acknowledges that the internet connection, including the possibility of signal loss, exists and that the internet connection may be unstable or unavailable. Poseidon is not liable for any resulting incidents or damages to the Customer. Poseidon is also entitled at any time to restrict or exclude the Customer's access to the internet in whole, in part or temporarily if the connection is or has been misused. The data transfer established using the existing data connection on board is unencrypted. The use of WLAN is at the Customer's own risk and peril. There is a risk that malware may get onto the Customer's end device when using WLAN. Poseidon accepts no liability for such damage. If the Customer visits chargeable websites, the resulting costs are to be borne by the Customer. The Customer must use an internet connection in a legally impeccable manner and may not use it to retrieve or distribute immoral or illegal content. He shall indemnify Poseidon from all damages or claims of third parties based on his illegal use, including all related costs incurred by Poseidon in the assertion and / or defence of legal measures. If there is the possibility to use W-LAN in a hotel or accommodation, this paragraph 13.4 also applies to the use of W-LAN by the customer there and Poseidon does not guarantee the constant actual availability, suitability or reliability of internet access for a specific purpose, in particular no intended professional or operational, such as the use for the home office, in the hotel or accommodation.

14. Liability, Limitation of Liability of the Ship Owner TN Cruises KS and the Charterer Poseidon Arctic Voyages Ltd.

14.1 The cruise offered by Poseidon is performed by the ship owner TN Cruises KS („TN Cruises“) and the charterer Poseidon Arctic Voyages Ltd. („PAV“) based on a time charter agreement between the designated companies ruled by English law. If any excursions are offered by service providers as third parties („Third Party Suppliers“), in particular any helicopter flights, they

are performed in the name and on behalf of Poseidon as tour operator and PAV as agent. Further, the customer receives all information and assumption of the risks and liability on the Sea Kayak Club (poseidonexpeditions.de/sea-kayak-club-information), the antarctic camping (poseidonexpeditions.de/camping-information), the zodiac tours and the helicopter flights (poseidonexpeditions.de/zodiac-and-helicopter-information) together with the pre-contractual information.

- 14.1.1 The customer acknowledges of the aforementioned information and understands and agrees that the charterer PAV does not bear any responsibility or liability for the designated excursions taking place on the cruise. He understands and agrees that PAV is released and discharged from any liability as well as its directors, agents, employees, expedition staff members, and partners, for all damages resulting from the ownership or operation, maintenance, use, or control of a sea kayak, a zodiac boat, a camping tent or a helicopter, or occurring on any excursion by the participation of the customer.
- 14.1.2 To the fullest extent permissible by law, PAV is not liable and will not assume responsibility for any claims, losses, damages, costs or expenses arising out of inconvenience, loss of enjoyment, upset, disappointment, distress or frustration, whether physical or mental resulting from the act or omission of any party other than PAV and its employees. For clarity, neither PAV nor any carrier is liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors. The customer shall not submit any claims against PAV, its directors, representatives, employees or expedition staff members regarding the expeditions of Third Party Suppliers. This does not relate to any services belonging to the actual cruise itself and the customer's transport from the point of departure of the travel or intermediate transportation during the travel regarding the actual cruise performed by Poseidon.
- 14.2 Furthermore, TN cruises and PAV invoke the limitation of liability according to art. 2 of the Convention on Limitation of Liability for Maritime Claims dated 19.11.1976 in the form of the Protocol of May 2, 1996 („LLMC“). According to the LLMC the liability of the ship owner (TN Cruises) and the charterer (PAV) for maritime claims is limited in the event of loss of life or personal injury or loss or damage to carriage in the amount of the liability limits of the LLMC in its current version together with its related protocols (see art. 6 para 1 LLMC – liability limit for personal damage, art. 7 LLMC 1996 – liability limit for passenger claims). Regarding any damage resulting from the loss of or damage to baggage or for delayed baggage, the ship owner and the charterer are only liable in the maximum amount of the liability limit for material damage of art. 6 para 1 b LLMC. The liability limit can be invoked if any person entitled to the liability limit initiates a procedure regarding a claim in the scope of the limitation (art. 11 par 1 LLMC). Based on art. 10 LLMC the limitation of liability can also be raised by way of a defence as TN Cruises and PAV state explicitly.
- 14.3 If there is internet access on board, the Customer is entitled to use this access himself free of charge, but he may not allow unauthorised third parties to use it. TN Cruises and PAV do not guarantee the constant actual availability, suitability or reliability of the internet access for a specific purpose, in particular no intended professional or operational purpose, such as use for the home office. TN Cruises and PAV are not liable for interruptions of internet services due to weather conditions, loss of signal, remoteness in polar or other regions or other reasons causing loss of satellite signal. The Customer accepts and recognises that the internet connection, including the possibility of loss of signal, exists and that the internet connection may be unstable or unavailable. TN Cruises and PAV are not liable for any resulting incidents or damages incurred by the Customer. TN Cruises and PAV are also entitled at any time to restrict or exclude the Customer's access to the Internet in whole, in part or temporarily if the connection is or has been used improperly. The data transfer established using the data connection on board is unencrypted. The use of WLAN is at the Customer's own risk and peril. There is a risk that malware

may get onto the Customer's terminal device when using WLAN. TN Cruises and PAV assume no liability for such damage. If the Customer visits chargeable websites, the resulting costs are to be borne by the Customer. The Customer must use an internet connection in a legally impeccable manner and may not use it to retrieve or distribute immoral or illegal content. The Customer shall indemnify TN Cruises and PAV against all damages or claims of third parties based on his unlawful use, including all associated costs incurred by TN Cruises and PAV in the assertion of and / or defence against legal measures. If there is the possibility of using Wi-Fi in a hotel or accommodation, this paragraph 14.3 also applies to the Customer's use of the Wi-Fi there and TN Cruises and PAV do not guarantee the constant actual availability, suitability or reliability of the internet access for a specific purpose, in particular no intended professional or operational purpose, such as use for home office purposes, in the hotel or accommodation.

15. Information Obligations concerning the Identity of the Executing Airline

Pursuant to EU Regulation No. 2111/05, Poseidon is obliged to inform the Customer of the identity of the respective air carrier of all air transport services as part of the booked travel when bookings are made. If the executing airline(s) has/have not been finally selected at this time, the organiser must name the airline(s) likely to carry out the air carriage and ensure that the Customer is immediately informed of its identity as soon as is / they have been decided on. The same applies if the executing airline changes. The list published by the EU of airlines, which are banned from operating in the EU, can be found on the website: https://transport.ec.europa.eu/transport-themes/eu-air-safety-list_en.

16. Passport and Visa requirements, Health and Police Regulations

Poseidon will inform the Customer about passport and visa requirements of the country of destination, including approximate deadlines for obtaining visa, and about health formalities (e.g. vaccinations and medical certificates prescribed by the police) which are required for the travel and stay. The Customer is personally responsible for obtaining and carrying the necessary travel documents and must ensure that his passport or identity card is sufficiently valid for the trip. Regarding the requirement of submitting the passport when embarking on the icebreaker please note the mandatory clause in Sec. 12.3.

17. Privacy, Rights to object

- 17.1 Poseidon provides information to customers about the processing of personal data in the Privacy Policy, which are included on the website, and in the data protection notice. Poseidon complies with the provisions of the BDSG (German Federal Data Protection Act) and the GDPR (General Data Protection Regulation of the EU) when processing personal data. Personal data are all data relating to a person personally (e.g. name, address, and email address). These data are processed as far as it is necessary to appropriately process the inquiry or booking inquiry made by the Customer, to execute pre-contractual measures or to fulfil the contract from the travel contract. According to art. 6 para. 1 S. 1 lit. b GDPR, data may be processed for the aforementioned purposes. The data will not be transferred to unauthorised third parties without the express prior consent of the Customer. The Customer may at any time access stored personal data on said Customer, request information about the data, have them changed, corrected or deleted, have their processing restricted, object to their processing, have them transferred or to complain to a supervisory authority about their processing (all rights of art. 15 to 20 GDPR). The data will be deleted if they are no longer necessary to fulfil the contract or if law does not permit their storage. **Should the Customer's personal data be processed based on legitimate interests pursuant to art. 6 para 1 sentence 1 lit. f of the GDPR, the Customer has the right to object to the processing of personal data pursuant to art. 21 GDPR as far as the Customer is justified from his particular situation. The Customer may exercise their**

right to object by sending an email to hamburg@poseidonexpeditons.de or by contacting Poseidon at the address below.

- 17.2 **By sending a message to hamburg@poseidonexpeditons.de, the Customer may also object at any time free of charge to the use or processing of customer data for purposes of advertising, market or opinion research or for marketing purposes.**

18. Miscellaneous, Information on Online Dispute Resolution and Consumer Mediation

- 18.1 Should any of the above provisions be or become invalid, the remaining provisions shall nevertheless remain valid and the validity of the travel contract shall remain unaffected. German law shall apply exclusively to the entire contractual and legal relationship between the Customer and Poseidon. If the Customer is a merchant or legal entity under private or public law or a person, whose domicile or habitual residence is abroad, or whose residence or habitual residence is not known at the time the action is filed, the place of jurisdiction shall be the registered office of Poseidon.
- 18.2 The European Commission provides a platform for the online settlement of disputes (OS) for the out-of-court settlement of consumer disputes for travel contracts concluded in electronic legal transactions, which the Customer can find at <https://ec.europa.eu/consumers/odr> Poseidon does not participate and is not obliged to participate in any dispute resolution procedure before a consumer mediation body. An internal complaints procedure does not exist.

Tour operator: Poseidon Expeditions GmbH, Managing Director: Elena Termer, Große Elbstraße 42, 22767 Hamburg, Germany, Commercial register, Hamburg Local Court: HRB 133031; VAT ID: DE296484813. Phone: +49 (40) 7566 8556 ; email: hamburg@poseidonexpeditons.de; Internet: <https://poseidonexpeditons.de>. Main features of the service: Organisation of package tours. Tour operator liability insurance: HDI Versicherung AG, HDI-Platz 1, 30659 Hanover, Germany. Scope of insurance: worldwide. German law is applicable to the contract. Complaints office for disputes with insurance intermediaries: Beschwerdestelle bei Streitigkeiten mit Versicherungsvermittlern: Versicherungsombudsmann e. V., Postfach 080632, 10006 Berlin, Tel. 0800-3696000, E-Mail: beschwerde@versicherungsombudsmann.de, www.versicherungsombudsmann.de.