

Intermediation Contract for Tourism Services croaziere.co

Section 1 – Special Conditions

Client	Nume		Telefon	
Nr. CHC 3981	Prenume		Adresa	
			E-mail	
Site companie		Data rezervare		
Companie		Data imbarcare	Port imbarcare	
Vas		Data debarcare	Port debarcare	
Cabina 1	Nr. cabina	Regim	Tarif	Adulti
Pasager 1	Nume	Prenume		Data nastere
Pasager 2	Nume	Prenume		Data nastere
Tarif		din care - Transa 1	Pana la	din care - Transa 2
Tarif cabina 1	0,00 €	0,00 €		0,00 €
Taxa de sejur	0,00 €	0,00 €		0,00 €
Transfer	0,00 €	0,00 €		0,00 €
Voucher	0,00 €	0,00 €		0,00 €
Pachet bauturi	0,00 €	0,00 €		0,00 €
Asigurare calatorie	0,00 €	0,00 €		0,00 €
TOTAL TARIF	0,00 €	0,00 €	00.01.1900	0,00 €
Taxa procesare suplimentara (Art. 8)	50,00 €	Taxa modificare (Art. 6)	50,00 €	Termen maxim modificare
Anulare pana	1. La data	Penalitate	3. La data	Penalitate
Penalit. anulare	#N/A	#N/A	#N/A	#N/A
Informatii AGENTIE				
Cont bancar Lei	Banca Transilvania		+4 0736 679 040	hello@croaziere.co
Cont bancar Euro			RO84 BTRL RONC RT04 1067 4902 - cod swift - BTRLRO22	www.croaziere.co
Cont bancar Lei	Banca Comerciala Romana		RO34 BTRL EURC RT04 1067 4902 - cod swift - BTRLRO22	
Cont bancar Euro			RO23 RNCB 0661 1670 8179 0002 - cod swift - RNCBROBU	
			RO93 RNCB 0661 1670 8179 0003 - cod swift - BTRLRO22	

Language – Client accepts that the language of this contract is English, disregarding the nationality / residence of the Client.

Cabins - If the cabin number is "To be defined", the CLIENT together with the AGENCY will subsequently establish the cabin number.

Contract Price - The Contract Price is the sum of all components listed in these Special Conditions, in the table section above.

Cabin Rate - The tariff includes all the components provided in the OFFER, which is an integral part of this Contract, specified in these Special Conditions in the table section above.

Tourist Tax / Service Charge - The tourist tax / service charge per person, which is mentioned in the COMPANY's Terms and Conditions as payable in addition, usually on board the VESSEL, is included by the AGENCY in the CABIN RATE.

Port and Government Taxes - All these taxes that are mentioned in the Company's Terms and Conditions as payable in addition, are already included by the AGENCY in the CABIN RATE. According to the Company's Terms and Conditions, in situations of extreme urgency, force majeure or other, if during the cruise, port or government authorities impose additional fees to those already included in the CABIN RATE, the AGENCY reserves the right to claim these fees from the CLIENT, in addition to the CONTRACT PRICE. To date, there have been no such events for the cruise itinerary covered by the Contract.

Additional fuel tax - According to the COMPANY's Terms and Conditions, in the event of a change in fuel prices, the COMPANY may impose an additional tax on each PASSENGER. The AGENCY will have the right to request from the CLIENT these possible additional fuel taxes that can be in the maximum amount of 11 USD / person, with a prior notice of 90 days before the Boarding Date.

On Board Credit - On board of the ships, no card or cash payments can be made, but only using the cabin / bracelet / access key, which has an on-board account attached. The on-board account can be credited by the PASSENGER at the Reception Desk by card or by cash deposit. The CONTRACT PRICE includes On Board Credit for each PASSENGER. The amount varies depending on the cabin class and is set according to these Special Conditions. The credit can be used for any type of existing goods and services, only on board the ship. If the On Board Credit is not consumed during the cruise, its remaining amount at the end of the cruise is not repayable.

Tourist Package - The tourist package consists of a stay on board a cruise ship of a Cruise COMPANY, specified in these Special Conditions.

Offer - The OFFER represents the document received by the CLIENT from the e-mail address of the AGENCY, containing the details regarding the Tourist Package, which is the object of the present Contract and represents an integral part of the Contract.

Passenger Name - The CLIENT is obliged, under the risk of impossibility to embark PASSENGERS who have another name in the travel documents at the date of embarking, to insure the correctness of the passengers' names in case of change by marriage, divorce or other situations.

Cancellation Policy - In case of cancellation based on the CLIENT's decision, the penalties established in these Special Conditions will be applied, according to the penalty grid.

Assignment / Addendum - document by which the AGENCY expresses its agreement with the total or partial assignment of this contract, under the same conditions, by the CLIENT to another person, who subrogates in all rights and obligations of initial PASSENGERS / document amending this contract .

Termination - If the first installment is not collected within the deadline set in the Special Conditions, the contract is considered terminated by law, without delay by or intervention of a court and without granting grace periods or completion of any other prior formalities.

Signing of the Contract - The contract will be signed electronically by the AGENCY and will be considered signed by the CLIENT by paying the invoice for the first installment, specified in the Special Conditions. The parties agree that this contract shall be communicated by e-mail and stored in electronic PDF format on the e-mail server or in other durable electronic storage media.

Section 1 – Special Conditions

Cruise&Holiday SRL,

Daniela Claudia BOGDAN, General Manager

Intermediation Contract for Tourism Services croaziere.co

Section 2 – General Conditions

1 The Parties

CLIENT and PASSENGERS, with the identification data listed in the Special Conditions, as CLIENT.

SC Cruise & Holiday SRL based in Oradea, 41 Tudor Vladimirescu Street, postal code 410203, registered at the Trade Register under number J5 / 1856/2014, CUI RO33869892, holder of the Tourism License No. 1797 / 23.04.2019 (updating in process) issued by the Ministry of Tourism for the Travel Agency with the commercial name "croaziere.co", legally represented by Administrator Daniela Claudia BOGDAN, as **AGENCY**.

2 Details and Interpretation

These General Terms and Conditions are read in conjunction with the Special Conditions. By accepting the Special Conditions, the parties implicitly accept the entire contract of which both the Special and the General Conditions are an integral part, implicitly and by default accepting the Terms and Conditions of the Cruise Company...

In this contract, unless otherwise provided, words in the singular form shall include the plural form and vice versa, where the context so permits. "Day" or "days" or any reference to days are calendar days, unless otherwise specified.

Agency - Represents SC Cruise & Holiday SRL with the data entered in Art. 1, and with the trade name Croaziere.co, Website www.croaziere.co, as an organizing agency.

Company - Represents the Cruise Company that provides part of the tourism package. Its name and internet address are specified in the Special Conditions. All contact details of the COMPANY can be found on its website.

Company Terms and Conditions - Represents and constitutes the legal relationship established between the CLIENT and the COMPANY by purchasing the tourist package mediated by the AGENCY through this Contract. These conditions can be found listed inside this Contract and on the official website of the COMPANY.

Contract - This contract containing in the following order of prevalence: the Special Conditions, the General Conditions and the Commercial Offer with the written communications between the CLIENT and the AGENCY, on the basis of which it was drawn up. If any provisions of the contract documents are contrary, the one entered in the prevailing contract component, according to this definition, will be considered as final. The Terms and Conditions of the COMPANY represent the legal relations established directly between the CLIENT and each of these entities, through this Intermediation Contract. The Terms and Conditions of the COMPANY come in addition to this Contract and do not apply to the AGENCY, except to the extent that it assumes, by CONTRACT, certain elements of these Terms and Conditions.

Client / Passenger - The Buyer / Buyers of the tourism package, with the data listed inside the Special Conditions in the "Client" and "Passengers" section.

Temporary reservation - Blocking by the AGENCY, for a certain period of time specified in the Commitment of temporary reservation, of a certain tourist package, with all its data, towards a certain person, potential CLIENT. If, within the Temporary Reservation, the person does not sign/accept this contract and does not make the payment of the first installment that the AGENCY subsequently collects, the temporary reservation automatically expires within the term entered in the Agency Commitment, without any additional obligation of the CLIENT or the AGENCY.

Reservation (confirmed) - The temporary reservation of the tourist package is confirmed with the date and time of the payment for the first installment, on the date of collection by the AGENCY, the value and payment deadline being listed in the Special Conditions. If the CLIENT signs/accepts this contract and the first installment is not paid within the deadline set in the Special Conditions, the contract is considered terminated by law, without delay or the intervention of a court and without granting grace periods or fulfilling any other prior formalities.

3 Object of the Contract

The object of the contract is the intermediation by the AGENCY of the sale of the tourist package to the CLIENT, under the conditions listed in this Contract, the Commercial OFFER sent and the communications between the AGENCY and the CLIENT prior to this Contract and the Terms and Conditions of the COMPANY.

The tourist package sold by the cruise COMPANY is created based on the COMPANY's Terms and Conditions.

THE COMPANY directly or through the AGENCY, assumes responsibility for the proper execution of all travel services included in the cruise and is obligated to provide assistance in case the PASSENGER is in difficulty in accordance with Art. 17 of GO 2/2018. The contract related to each tourist package imposed by the COMPANY is represented by the Company's Terms and Conditions, is individual and is concluded between the COMPANY and the CLIENT. By concluding this Contract, the CLIENT explicitly accepts the COMPANY's Terms and Conditions both in its own name and for all passengers listed in the Special Conditions.

The CLIENT declares that he has read the COMPANY's Terms and Conditions as well as the rest of the travel conditions that fall under his responsibility [visas, local legislation at destinations, etc.] and the like, regarding the tourist package purchased with the AGENCY. THE AGENCY expressly warns all CLIENTS that by purchasing the tourist packages, a contract is constituted **also** between the CLIENT and the COMPANY, the latter being the one that provides the tourist services and the one that imposes the conditions of the tourist package. If during the performance of this intermediation contract, the COMPANY changes certain contractual conditions applicable to the tourist package, this contract is updated implicitly with the new conditions imposed and the AGENCY will not be held liable, as it is an intermediary in relation to the contractual relationship established between the CLIENT and the COMPANY.

THE AGENCY assumes full responsibility for this Contract as well as for the full assistance and guidance required of the CLIENT in relation to the COMPANY as well as for other providers of additional services that the CLIENT may request, in accordance with the following paragraph.

Intermediation Contract for Tourism Services croaziere.co

Section 2 – General Conditions

4 The Contract Price

The contract price is the one listed in the Special Conditions at TOTAL RATE. The price may increase depending on the additional services that the CLIENT will order from the AGENCY and the AGENCY accepts that it can mediate them. At the same time, the contract price may vary for example with taxes/penalties or other amounts of this type, which the CLIENT has undertaken to pay to the AGENCY in the cases stipulated in the CONTRACT (e.g., penalties for cancellation of the reserved tourist package, if appropriate, modification fees, others, etc.). The contract price is expressed in EUR. In case the CLIENT will make the payment in RON or other currency, the value is represented by the NBR (National Bank of Romania) Exchange Rate on the day of payment + 2% exchange risk fee.

The CONTRACT PRICE is the one listed in the Special Conditions at TOTAL RATE. The price may increase depending on the additional services that the CLIENT will order from the AGENCY and the AGENCY accepts that it can intermediate them.

After signing this Agreement, if the CLIENT wishes to purchase additional services such as: intermediation of flights reservation, airport-hotel-port of embarkation transfer services or other services of the nature of those listed above or related to the tourist package purchased, he will have to make a separate request, and the AGENCY will communicate if it can intermediate / offer them. All these services will be ordered by the CLIENT and will be invoiced separately by the AGENCY, in addition to CONTRACT PRICE listed in the Special Conditions, the CLIENT's request and the related invoice issued by the AGENCY representing the contract, without the need for an Addendum to this Contract. The Terms and Conditions of the providers of these services will apply to additional services.

The CONTRACT PRICE may be adjusted, by reduction, by the AGENCY in the event that after signing the contract, the AGENCY decides to launch promotions that involve a lower PRICE. In this situation, the CLIENT can benefit from the promotion launched and the AGENCY will provide services in the amount of the price reduction or by adding the equivalent value in the amount of the On Board Credit.

The CONTRACT PRICE may vary depending on the additional government / port fees that may be imposed by the authorities of the states on the cruise itinerary, following the signing of this Agreement.

The CONTRACT PRICE may vary according to the COMPANY's Terms and Conditions, if ADDITIONAL FUEL TAX will be incident.

At the same time, the CONTRACT PRICE may vary for example with taxes / penalties or other amounts of this type that the CLIENT has undertaken to pay the AGENCY in the situations stated inside the Contract (eg penalties for cancellation of the tourist package reserved, as appropriate, modification fees, others, etc.).

The CONTRACT PRICE is expressed in EUR. In case the CLIENT will make the payment in RON or other currency, the value is represented by the NBR (National Bank Of Romania, www.bnr.ro) Exchange Rate on the day of payment + 2% exchange rate fee.

5 Terms of Payment for Tourist Packages

The contract is considered to be concluded implicitly on the date when the CLIENT has paid the first installment specified in the Special Conditions, payment which is subsequently collected by the AGENCY. The payment can be made in RON or EUR, at the CLIENT's choice [choice that is listed in the Special Conditions] by cash deposit, bank transfer, on-line card payment, in the AGENCY's bank accounts and at the deadlines of each payment, as defined in the Special Conditions.

The CLIENT is responsible for meeting the payment terms. If any of the payment deadlines are surpassed, the AGENCY will not be obligated to confirm or subsequently keep the reservation made for the CLIENT who failed to respect these deadlines.

The reservation and implicitly this contract can be canceled in case the CLIENT does not respect the payment term related to the first installment, specified in the Special Conditions. Cancellation is made by law, automatically, without notice, delay or the intervention of a court.

The reservation can be considered canceled by the AGENCY following the CLIENT's decision if he will surpass the payment deadlines for the other installments, subsequent to the first installment, in which case the cancellation penalties established by the Special Conditions apply. As the case may be, in the situation described, the AGENCY will reimburse the CLIENT with the rest of the amounts which remain after deducting the equivalent value of the penalties and the modification fee.

The payment of the tourist services will be made based on the invoice/proforma invoice sent by the AGENCY, in any of its bank accounts listed in the Special Conditions and on the issued invoice. If the payment is made on the last day of the payment period and the AGENCY does not collect the amounts in its bank accounts, the reservation is suspended until collection and if the collection is not made for various reasons within a reasonable time (maximum 48 hours) the reservation can be considered canceled at AGENCY's sole discretion and without any prior notification.

Thus, the date of payment, which is subsequently collected by the AGENCY, represents the date according to which the AGENCY will confirm the reservation. Payments made after end of availability will be refunded in full or will be retained for the "Waiting List", depending on the CLIENT's decision.

Given the limited number of tickets, the AGENCY will create a "Waiting List" for customers who wish it, taking into account that certain cabins may become available again for various reasons (cancellation by the client, illness, unavailability, etc.).

6 Conditions for Modifications of Tourist Services on Cruise Ships

Reservation modifications made by the CLIENT are allowed only with the consent of the COMPANY and are subject to availability. Any changes, including the cancellation of a confirmed reservation must be sent in writing by the CLIENT to the e-mail address of the AGENCY with an acknowledgment of receipt from the AGENCY.

A confirmed reservation can be modified depending on availability, up to the maximum term entered in the Special Conditions and with the payment of an additional fee, specified in the Special Conditions. If the change involves price differences, the amounts will be paid in addition within 2 days, otherwise the changes will not be operated. Certain changes that the AGENCY will specify in each case can only be made with the cancellation of the already confirmed reservation and implicitly with the payment of the cancellation penalties.

The CLIENT is responsible for the correctness of the conveyed information and any error thereof will not be the fault of the AGENCY. THE AGENCY is not responsible if the data in the travel document wasn't transmitted correctly and therefore the CLIENT/PASSENGER cannot board the plane/ship/etc.

If one of the PASSENGERS can no longer take part in the trip, his contract may be assigned to another person. In this case, it is mandatory to sign an Addendum by which the AGENCY expresses its agreement, and all rights and obligations are taken over by the new passenger. All payments made up to that date will be considered made on behalf of the new CLIENT / PASSENGERS.

7 Cancellation and Modification by the COMPANY/AGENCY

Minor modifications. THE COMPANY and / or the AGENCY does not guarantee that the ship will stop at each of the communicated ports or that it will follow in detail the itinerary initially announced, in case of unforeseen conditions. Both the COMPANY as well as the captain of each ship have the right to request the omission of a certain port, its replacement with another (not initially announced), to deviate from the initial itinerary or even to replace the vessel. In this situation, the COMPANY do not assume any responsibility in case the arrival and departure times from the ports mentioned in the OFFER will not be observed, apart from the prior information of the CLIENT. **Any route changes are aimed at the interest and safety of tourists.**

In case of editing errors, the COMPANY / AGENCY will make changes to correct them from brochures / offers both before and after confirming the CLIENT's reservations.

Major modifications. In extremely rare situations, major changes may be made by the COMPANY, which means that it will not be possible to provide all or part of the services in the tourist package. These changes may even mean the cancellation of confirmed bookings. If such major changes are imposed by the COMPANY, the AGENCY/COMPANY will inform the CLIENT as soon as possible.

If a major change is required before leaving on the cruise, the CLIENT has the opportunity to choose one of the following options. **1.** To change the tourist package with a similar one, at a standard similar to the one initially reserved, for another date. At least one alternative to the same or even a higher standard will be offered. If the new package has a different Price, it will be communicated to the CLIENT, and, as the case may be, the AGENCY will reimburse the difference, or the CLIENT will pay the supplement. **2.** To request the reimbursement of the entire amount paid, provided that he requests the reimbursement within a maximum of 5 days from the receipt of the information regarding the major change operated by the COMPANY. The reimbursement will be made by the AGENCY, in case the change was not generated by an event insured by the CLIENT's Insurance Policy, within 30 to a maximum of 90 days.

If a major change is made after the start of the cruise, the COMPANY and the AGENCY will propose to the CLIENT compensatory arrangements in the form of services or will reimburse the CLIENT with the amounts paid for the services that could not be provided.

If the major change occurs due to unforeseen events or force majeure, the CLIENT will be reimbursed for the amounts paid.

All refunds to the CLIENT will be made by the COMPANY and the AGENCY through the AGENCY.

THE AGENCY and COMPANY does not assume obligations of reimbursement or compensation regarding any other tourist services purchased by the CUSTOMER individually, without the intermediation or recommendation of the AGENCY.

8 Cancellation by the CLIENT

The cancellation conditions in force at the date of signing this contract are listed in the Special Conditions [both the terms and the value of penalties for each term]. In case of cancellation of a confirmed reservation, in addition to the listed penalties, an additional processing fee will be charged, if provided.

If the CLIENT requests the cancellation of the reservation, the date of cancellation is represented by the date of collection of the related penalty by the AGENCY. If the collection of the penalty [and not the payment] occurs on a date other than the cancellation period for which the penalty was calculated, the amount of the penalty will be changed according to the new deadline.

9 Travel Conditions

The CLIENT declares on his / her own responsibility that he / she is clinically healthy and is medically fit to participate in the cruise / event.

If the CLIENT suffers from any condition that may affect his/her own health, or that of others, by participating in the event, he is required to present a medical certificate attesting that he/her is fit to travel. The lack of a medical document may determine the COMPANY's refusal to allow access on board. The CLIENT assumes all the consequences of not declaring or hiding in any way a medical condition that could affect his participation in the event.

Intermediation Contract for Tourism Services croaziere.co

Section 2 – General Conditions

THE CLIENT / PASSENGERS are aware that during the event there will be concerts with high intensity noise and extremely strong lighting effects, which can generate epileptic seizures.

At the same time, in the current pandemic context, the CLIENT / PASSENGERS declare that they have performed a Covid-19 test and have a negative result and hereby expresses their agreement to be subjected, in the cruise terminal and later, on board the ship to any test that confirm the negative result presented.

On itineraries departing from **Europe**, the minimum age for booking a cruise or occupying a cabin alone is **18 years old on the date of the embarking**. Anyone under the age of 18 who does not travel with parents must be accompanied by an adult (minor means under 18 for Europe, Asia, Dubai, South America, Australia and New Zealand and under **21 for the USA, including Puerto Rico and Canada - on the date of embarkation**) and must present at the time of embarking a notarized letter by which the parents agree to the minor's trip and authorize the person accompanying the minor to sign in case of application of the emergency treatment recommended by the ship's doctor. If this written proof is not provided, the minor will not be allowed on board. The COMPANY and the AGENCY will not be liable for any additional costs, prejudices or damages that may arise as a result of the failure to present a letter of authorization allowing the minor the access on board. The COMPANY and the AGENCY will not pay any compensation and will not reimburse any amount to a minor whose access on board has been denied due to the lack of the necessary documents to make the trip. Also, parents or legal guardians traveling with a minor with a different family name than theirs, are required to present an official document (birth/divorce certificate, etc.), to prove that they are the parents / guardians of the minor in question.

Reservations for pregnant women are accepted, but only **if the pregnancy does not exceed 24 weeks at debarkation date**. At any stage of pregnancy up to 24 weeks (at debarkation date), in order to be embarked, pregnant women must have a medical certificate attesting to good health and the term of the pregnancy (number of weeks).

For citizens of the European Union, although they can move freely between Member States or only on the basis of the identity card, they need a **full EU passport** in order to board the cruise ship. The expiry date of the passport must cover the period up to the date of return to the country of residence.

Citizens outside the European Union must identify their travel conditions in accordance with the legislation of the state of residence. Obtaining visas as well as any other necessary papers, as well as the related fees/expenses represent the exclusive obligations of the CLIENT/PASSENGERS. The information provided by the AGENCY serves as a guide and not as a certification of international interstate relations. The facilities offered by the COMPANY (the possibility of obtaining visas on board the ship) do not guarantee that the CLIENT/PASSENGERS will obtain these visas, the payment of the "interview fee" with the authorities of the destination state cannot be confused with the payment of a visa facilitation/diligence service. According to international law, obtaining visas is an exclusive relationship between the applicant (individually) and the state of destination. If the CLIENT/PASSENGER is denied entry into a certain country or boarding, the COMPANY and the AGENCY do not bear any responsibility, he will have to bear all the consequences. The AGENCY strongly recommends obtaining visas from the consular offices of the countries of destination, both for the safety of the trip and because the fees can be much lower.

For all nationalities, it is the responsibility of the CLIENT/PASSENGERS to ensure that they have all the necessary travel documents, medical and any other nature, before departure. All costs incurred in obtaining these documents must be borne by the CLIENT/PASSENGERS. The COMPANY or the AGENCY do not bear any responsibility if they restrict the access aboard any means of transport or the entrance in any country/territorial waters, due to the lack of the necessary documents. If the absence of any travel document or other necessary documents leads to fines, surcharges or other financial penalties imposed or transmitted to us or lead to expenses incurred by the AGENCY, the CLIENT will be responsible for reimbursing all expenses.

The AGENCY does not have the right to make reservations for citizens and residents of the following states: Cuba, Iran, North Korea, Sudan, Syria, Russia and Ukraine.

10 Claims, Complaints and Difficult Situations

The cruises organized by the COMPANY correspond to a superior quality standard, guaranteed by the organizers. In the unlikely event of any unpleasant situations, the CLIENT must report that situation in writing, within 24 hours of the unpleasant event, but before leaving the ship, both to the COMPANY and the AGENCY, so that it can be found and/or remedied (as appropriate) as soon as possible. A similar request will be submitted at the reception desk of the ship, **where it will be clearly signed for reception by the person in charge at that time**. If the CLIENT is in difficulty during the cruise, he/her will urgently contact the AGENCY at the contact details in the contract or the COMPANY at the contact details that will be displayed on the Travel Tickets.

11 Rights and Obligations of the AGENCY

If the AGENCY is obligated to modify one of the essential provisions of the contract, it has the obligation to inform the CLIENT at least 30 days before embarkation.

The AGENCY is responsible for the proper execution of the obligations assumed through the contract, except for the following cases: (1) when the non-fulfillment or defective fulfillment of the obligations is caused by the CLIENT; (2) when the non-fulfillment of obligations is due to force majeure or unforeseeable circumstances which neither the AGENCY nor the service providers could foresee or avoid (changes in timetable or itinerary, delays in the traffic of means of transport, natural causes which prevent transport and/or accommodation, strikes, demonstrations, rebellion, war, etc.).

The AGENCY is not liable for damages caused to the CLIENT due to delayed flights (including charter), loss of luggage and/or other circumstances for which the air carrier or other bears sole responsibility and is not obliged to reimburse the value of the services purchased.

Intermediation Contract for Tourism Services croaziere.co

Section 2 – General Conditions

The AGENCY has the obligation to send the CLIENT the cruise ticket no later than 2 days before the start of the cruise.

The AGENCY is not responsible and will not reimburse any costs if the CLIENT does not comply with the embarkation schedule, which may lead to missing the vessel in different ports.

The AGENCY has the right to refuse the requests of a CLIENT who in the past had at least 3 consecutive contracts signed with the AGENCY in which he subsequently requested the cancellation of the reservations.

The AGENCY undertakes to fully respect the confidentiality of the name and personal data of the CLIENT/PASSENGERS, except for the communication thereof to the COMPANY and punctually to the providers of other services requested by the CLIENT, such as flight booking, airport-hotel-boarding terminal transfer services or other destinations, etc.

The COMPANY, ORGANIZER or AGENCY may deny any CLIENT/PASSENGER access to the ship, of which the medical staff or the Ship's Captain consider to be infected with viruses, including Covid-19, which may affect the health of other PASSENGERS. In this situation, the COMPANY, the ORGANIZER or the AGENCY are not responsible for the reimbursement of the expenses with the tourist package and for any other expenses, these being included in the CLIENT/PASSENGER Insurance Policy.

12 Rights and Obligations of the CLIENT

The CLIENT / PASSENGER is obliged to fulfill all the contractual obligations assumed by this Contract and in case of any default (except those regarding the payment, for which specific sanctions were provided in chapter 5), gives the AGENCY the right to unilaterally terminate the contract, with a written notification by e-mail, within 3 (three) days from the date of finding the non-execution.

The CLIENT/PASSENGER is responsible for any additional formalities required (e.g., travel with minors, the situation in which the tourist's name is changed as a result of his marriage/divorce, etc.), and he undertakes to meet all legal requirements.

The CLIENT/PASSENGER undertakes to obtain the necessary visas (as appropriate). In case the CLIENT/PASSENGER will be denied access/visa for any of the countries included in the itinerary and this aspect leads to the cancellation of the reservation, the cancellation will be made according to Art. 8.

The CLIENT/PASSENGER is obligated to undergo the mandatory requests and any safety and health procedures on board the ship, namely: performing rapid tests, PCR tests and other tests necessary to detect Covid-19 infection before embarkation, in the cruise terminal and throughout the duration of the cruise, whenever the COMPANY deems it necessary. The CLIENT/PASSENGER is also obligated to wear a "mobility" bracelet designed to transmit to the system on board the persons who have been in touch for a certain period of time, so that in case of any manifestation of Covid-19 symptoms, all these persons can be called in for testing. All such procedures on board the vessel, are included in the Contract Price.

13 Insurances

Through this Contract, the AGENCY obliges all PASSENGERS to conclude individual Insurance Policies, as follows: **Travel insurance policy** through which the client is insured for the expenses due to cancellation of the trip, medical inclusive Covid-19 insurance abroad and accident. **Travel insurance policy** through which the client is insured for the expenses incurred with the interruption of the trip, hospitalization, late arrival at the place where the vacation is made inclusive due to Covid-19, damage or theft of travel luggage, accident and private liability for travel. The AGENCY may advise, at the request of the CLIENT/PASSENGERS, on the recommended Insurance Policies.

14 Force Majeure

In addition to the other provisions of the contract, force majeure exempts the parties, the CLIENT and the COMPANY, from fulfilling the obligations assumed by this contract, during the period in which it acts. The performance of the contract will be suspended during the period of force majeure, but without prejudice to the rights of the parties until its occurrence or subsequent conclusion. The contracting party invoking force majeure shall notify the other party immediately and in full of its occurrence and shall take all measures available to it to limit the consequences. If force majeure acts or is deemed to act for a period longer than the duration of the contract, each party shall have the right to invoke against the other party the full termination of this contract, without either party being able to claim damages from the other.

The Parties sign this Contract during the Covid-19 virus pandemic, being fully aware of the situation. The parties cannot withdraw from the Contract by invoking force majeure due to this pandemic, under the conditions shown above. The parties will thus treat the contractual conditions in accordance with the legal measures in force at the time of embarkation. In case the CLIENT invokes force majeure due to the pandemic, the provisions of Art. 8 will apply. In case the AGENCY invokes force majeure due to pandemic, the provisions of Art. 7 will apply.

15 Dispute Settlement

The parties will make every effort to resolve amicably, through direct negotiations, any misunderstanding or dispute that may arise between them in or in connection with the performance of the contract. If, after 15 days from the beginning of these negotiations, the parties fail to amicably resolve a contractual dispute, each may request that the dispute be resolved by an arbitration court or by the competent courts in Romania.

16 Language, Law and Duration of the Contract

The language governing the contract is Romanian. The contract will be interpreted according to Romanian laws. The Contract enters into force on the date of the first payment made by the CLIENT and which was subsequently collected by the AGENCY, a payment which implicitly represents the signing/acceptance of the Contract. The contract expires on the date of debarkation if the cruise is not previously canceled by the CLIENT or AGENCY, in accordance with this Contract.

Intermediation Contract for Tourism Services croaziere.co

Section 2 – General Conditions

The obligations arising out of this Contract shall remain valid until fulfilled by the obligated party, even if they are not fulfilled within the specified duration.

The language and law governing the relationship established by this intermediation contract between the CLIENT and the COMPANY is English and the applicable law is the law of USA, State of Florida.

17 Communications

Any communication between the parties regarding the performance of this contract must be sent in writing to the specified premises of the parties, by e-mail or telephone, to the contact details referred to in the Special Conditions.

The parties sign and accept the CONTRACT in accordance with the specifications in the section allocated in the Special Conditions.

Intermediation Contract for Tourism Services croaziere.co

Section 3 – Collection and processing of personal data

The CLIENT with the identification data listed in the Special Conditions, declares for himself and for the PASSENGERS listed in this contract, him/her being empowered by them to act on their behalf when contracting the tourist package services with the AGENCY, the following:

"I agree that my personal data, provided by email or other electronic means to the email or other electronic address of the AGENCY, will be processed by Cruise & Holiday SRL for providing tourist assistance in order to book the contracted tourist package.

I agree that my personal data will be processed for the preparation and transmission of the requested offer, the requested information and for making the reservation in the reservation system of the cruise COMPANY. I understand that this consent can be revoked by sending an e-mail to: contact@croaziere.co, to the attention of the data protection officer.

By using the AGENCY services, I understand/confirm that the administrator of my personal data provided is SC Cruise & Holiday SRL with its registered office in Oradea, Tudor Vladimirescu 41/14, Bihor County, Romania. I understand / confirm that my personal data is processed and transmitted in accordance with Regulation (EU) 2016 / 679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and regarding the free movement of this data and the repealing of the Directive 95 / 46 / EC (General Data Protection Regulation - GDPR)."

By checking the box displayed on the website of Cruise & Holiday SRL - www.croaziere.co, next to the section "**I agree with the Privacy Policy**", the CLIENT express, in full knowledge of the facts and in accordance with the provisions of Art. 4 (11) and Art. 6 (1) of EU Regulation No. 679/2016 (GDPR), his/her express consent for the processing of personal data, an operation that involves the collection, use, storage, processing and disclosure of your information in order to execute in good faith the tourist intermediation contract.

The CLIENT agrees and expresses his/her consent in the sense of processing any necessary personal data (such as, but not limited to name, surname, telephone number, e-mail address, home address, data contained in identification documents - bulletin , identity card, passport or any other equivalent document issued by the national authorities of residence) in view of the execution of the reservation and / or the contract for the provision of services. The CLIENT also agrees to the processing and transmission of these data to all legal entities that have direct obligations to the AGENCY and / or to the CLIENT for the proper execution of the tourist services contract, in order to ensure the reservation and execution of contracts between the Parties. Specifically, the CLIENT has acknowledged that the cruise ship is not in all situations the territory of the EU and relations with the Cruise COMPANY are not governed in all cases by EU law, this contract being governed by the law of the state of residence of the COMPANY and agrees that personal data will be provided under these conditions to the COMPANY.

