

ANNEX C

PASSENGER TICKET CONTRACT TERMS AND CONDITIONS

The carrier's obligations to the passengers are regulated solely by the terms and conditions of this ticket. Passage on the carrier vessels is granted solely under the terms and conditions of this ticket.

1. All rights, exemptions from liability, defenses and immunities of the carrier under this contract shall inure to the benefit of the carrier's servants, agents and independent contractors and for the purposes of this clause the carrier shall be deemed to be acting as agent and trustee for such servants, agents and independent contractors and all such persons shall to this extent be deemed to be the parties to this contract. Acceptance to passage on the vessels by the passenger, binds the passenger to all terms and conditions of this ticket.
2. If this ticket contract is bought in the name of a third person to be the beneficiary, this person is also obliged to all clauses and conditions contained in this contract.
3. This ticket contract is not transferable.
4. Only possession and delivery of this ticket contract gives right of transportation.
5. The value of this ticket transmits legally to carrier from the moment passenger boards the ship, and thus sum can be kept by carrier under any circumstances or future contingency.
6. If passenger does not use this ticket or transportation contract on give date for trip and on the ship stipulated, except its fault is due to the carrier, passenger will lose all rights for future claims. Equally, passenger will lose such rights and the ticket will be considered void and without value if lost, stolen or destroyed.
7. If ship cannot sail because of force majeure or unexpected events, and the total cruise is canceled, the total amount of the ticket will be reimbursed except the commissions to agents and expenses incurred.
8. The carrier shall not be liable for delay or inability to perform this contract by reasons force majeure, strikes or industrial action, civil commotion, inability to obtain supplies and other supplies and other circumstances beyond the control of the company including answering any distress call or any action necessary to save or preserve life at sea.
The carrier may, due to circumstances of force majeure or unexpected events, vary the time or day of departure of the ship or equally, alter the program without advanced notice for the above-mentioned reasons including changing weather and wildlife nesting habits, ships and passenger's safety, National Park regulations and technical reasons. Regarding circumstances as above give no right for claims from passengers.
9. At any time either before or after the commencement of the voyage the carrier may substitute the vessel named on the face of this ticket by any vessel whether owned by the carrier's company or not, and the terms and conditions of this ticket will apply notwithstanding the substitution of vessel.

10. The carrier does not accept any liability in respect of the passenger's baggage and belongings until delivered to and checked by carrier on the wharf of Vessel (including vessel's tenders), irrespective if whether or nor the contract of carriage contained in this ticket includes a transit by such conveyance.
11. It is forbidden to carry on one's person or luggage, objects or materials of any nature, which can be considered explosive, inflammable, or dangerous to the security of passengers, crew or ship. It is equally forbidden to carry or introduce weapons, even those for sports purposes, unless they are put in custody of the Captain of the ship.
12. The carrier will not be held responsible for the loss of money, jewels or other valuable objects, whatever the circumstances under which this occurs, if they have not been deposited by the passenger in the charge of the ship's Manager, or whoever is in his place, to be kept in a safe place.
For all these objects and valuables, the passenger will obtain a receipt.
13. The carrier will be responsible only for the amount of US\$100 for loss or damage of passenger's first-class luggage that is not insured by Insurance Company.
14. Passengers using the services of the ship's surgeon, physician, barber, hairdresser, manicurist, or other personal services, receiving medical or other supplies connected with these services, or using athletic or recreation equipment including snorkeling, do so at their own sole risk and expense, without any responsibility whatsoever of the carrier.
15. Passengers at their own risk and option may elect to participate in shore visits, excursions, boat trips, and visits to islands by the vessel's tenders, which may be offered during the cruise. The carrier is not responsible for any injury, accident or damage howsoever caused, incurred by the passenger or his belongings including any kind of photographic or video equipment, during the said periods or during embarkation to and from the vessel's tenders.
16. The carrier will not be held responsible, in any way, for any accident that may occur to the passenger, unless passenger can prove accident was caused by the lack of due diligence of the carrier.
17. Passenger acknowledges that there are certain unavoidable risks to Passenger and property associated with expedition travel, including among others, collisions of ships or other vehicles; illnesses caused by consumption of food and beverages; slip and fall due to motion of the sea, civil unrest or terrorism; forces of nature such as weather; breakdown of equipment; and overexertion. Passenger understands and acknowledges that full medical facilities are not available aboard the ship or in the Vessel's ports of call, to deal with certain medical injuries that may arise. Passenger understands the pricing of this cruise ticket is based upon the assumption of these risks by passenger. Therefore, passenger hereby releases the carrier and the vessel from any liability for personal injuries, illness or death, or loss of or damage to property, occurred during or as a result of the voyage, including onboard ship, on zodiacs, on land, except as a result of the sole negligence of carrier. Passenger further agrees that passenger will participate in special activities such as snorkeling and kayaking, only to the extent of passenger's physical ability and qualification by experience and agrees to assume all the risks of such activities, as well as all risks arising out of passenger's personal medical condition prior to the voyage, whether or not disclosed to the carrier.

- a) The carrier is not liable for consequential and indirect damages or for damages arising from delays howsoever caused.
 - b) The liability of the carrier is restricted to the period in which the passenger and/or luggage is actually on the ship. All other transportation and associated services are at sole risk of the passenger. The acceptance of money relative to such services does not constitute acceptance of liability by the carrier.
18. Every passenger is subject to the orders and means of security imparted by the captain of the ship or his representative, according to the laws of navigation.
19. Persons that suffer or are suspected of suffering physical or mental illnesses that may endanger health, security or comfort of their persons and other passengers may be forbidden to board ship by decision of the ship's Captain.
20. All minors may be accepted on board at the sole risk and sole responsibility if their custodians/accompanying adult (s) only.
21. The carrier will not be liable for any claim whatsoever of the passenger or any person entitled to act on the passenger's behalf unless written notice thereof with full particulars is given to the carrier or his agents within 14 days of termination of the voyage, and suit is filed within one year of the date of the occurrence of the cause giving rise to the alleged claim. All/any claim submitted outside the said periods will be deemed to be time barred.

JURISDICTION

22. All disputes arising out of or in connection with the Agreement that cannot be resolved by common agreement of the parties, such claim, dispute or controversy shall be submitted by the parties to arbitration administered by the Conciliation and Arbitration Center of the Chamber of Commerce of Guayaquil under this Center before a panel of three (3) arbitrators in a mutually agreeable forum, and if no forum is agreed upon by the parties, then the arbitration shall take place in Guayaquil. The arbitration shall be conducted in Spanish and English. The laws of Ecuador shall apply in resolving any such dispute. The arbitration panel will be conformed or integrated of the following form: One arbitrator shall be designated by ETICA; one arbitrator shall be designated by Orbridge, and a third arbitrator shall be chosen in common agreement by the arbitrators appointed by each of the parties. In case of it not being possible to reach an agreement on the designation of the third arbitrator, the third arbitrator shall be designated by the Center. The arbitrators shall decide all issues arising from this Agreement, any breach of this Agreement, and any issues as to the arbitrability of any dispute between the parties that is in any way related to this Agreement, including the formation of the Agreement. The arbitration award may be entered in any court having competent jurisdiction. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of arbitration from the non-prevailing party, unless otherwise determined by the arbitrators. In case any of the parties present a counterclaim, this issue too shall be resolved in arbitration.
23. The word "carrier" contained in these conditions means and includes the ship's managing company, the ship's owner, the ship's manager and Orbridge. The term "vessel" means the vessel named on the face of this ticket or any vessel which is substituted thereof. The term "passenger" shall include the person(s) for whom this ticket is issued and any person or persons who may travel or intend to travel by virtue thereof.