POLAR LATITUDES INC
TERMS AND CONDITIONS
Effective Date: March 01, 2026
for bookings in Arctic 2026 and forward

IMPORTANT NOTICE
These Terms and Conditions ("T&Cs") constitute a binding legal agreement. By booking an Expedition, you accept all terms herein and waive certain legal rights. Pay particular attention to Sections 2 (Pricing), 4 (Cancellations), 5 (Force Majeure), 7 (Health Requirements), 8 (Insurance), 12 (Assumption of Risk), 16 (Conduct), 18 (Complaints), and 19 (Liability).

1. DEFINITIONS AND GENERAL PROVISIONS 2
2. PRICING, PAYMENT, AND SURCHARGES 2
3. TRAVEL AGENTS 3
4. PASSENGER CANCELLATIONS AND AMENDMENTS 3
5. FORCE MAJEURE 3
6. PLX CANCELLATIONS, CHANGES, AND ITINERARY MODIFICATIONS 3
7. AGE, HEALTH, LANGUAGE, AND MEDICAL REQUIREMENTS 4
8. MANDATORY TRAVEL INSURANCE 5
9. CABIN ARRANGEMENTS 6
10. PASSPORTS, VISAS, AND TRAVEL DOCUMENTS 6
11. FLIGHTS AND ANCILLARY SERVICES 6
12. ASSUMPTION OF RISK AND ACKNOWLEDGMENT 7
13. CAPTAIN'S AUTHORITY 7
14. PASSENGER INFORMATION AND PRIVACY 8
15. PASSENGER CONDUCT 8
16. ADVENTURE ACTIVITIES AND EXCURSIONS 8
17. PHOTOGRAPHY AND VIDEO 9
18. COMPLAINTS AND CLAIMS 9
19. LIABILITY AND DISCLAIMERS 9
19.1 General Limitation of Liability 9
19.2 Broad Disclaimer of Liability 10
19.3 Release, Waiver, and Indemnification 10
19.4 Cap on Damages 11
19.5 EU Regulation 392/2009 and Athens Convention 11
19.6 U.S. Maritime Law Protections 12
20. DISPUTE RESOLUTION 12
20.1 Arbitration Agreement 12
20.2 Class Action Waiver 12
21. MARKETING MATERIALS 12
22. GENERAL PROVISIONS 12
ACKNOWLEDGMENT OF TERMS 13

1. DEFINITIONS AND GENERAL PROVISIONS

1.1 Parties These T&Cs apply to all passengers booking Expeditions with Polar Latitudes, Inc ("PLX," "we," "us"), a Delaware corporation, and govern the contractual relationship between PLX and you ("Passenger," "you," "your").

1.2 Key Definitions

- **"Expedition"**: All services provided by PLX from commencement of the first service to conclusion of the final service, regardless of dates, duration, or itinerary changes.
- **"Component of the Expedition"**: Any individual element including activities, accommodations, transport, shore landings, or onboard amenities.
- **"Day 1"**: The date of the first activity or service listed in your Booking Confirmation.
- **"Booking Confirmation"**: The confirmation invoice issued upon booking acceptance.
- **"Agent"**: Any travel agent or third party booking or paying on your behalf.
- **"Master"** or **"Captain"**: The master of the vessel.
- **"Force Majeure Event"**: Any event beyond PLX's reasonable control preventing, delaying, or hindering performance, including: natural disasters (storms, earthquakes, ice conditions); war, terrorism, civil unrest, government action; epidemics, pandemics, health emergencies; mechanical breakdowns, vessel unavailability; strikes, labor disputes; cyberattacks, infrastructure failures; third-party or governmental failures.

1.3 Binding Agreement By booking an Expedition, you agree to these T&Cs. If booking for others, you must ensure all passengers read and accept these T&Cs. These T&Cs supersede all prior agreements or representations.

1.4 Application These T&Cs apply to bookings made on or after December 1, 2025. Group bookings, charters, or subcharters may have supplemental terms provided separately.

2. PRICING, PAYMENT, AND SURCHARGES

2.1 Published Prices All prices are quoted in U.S. dollars based on selected cabin category and occupancy. Prices are dynamic and may change without notice based on demand and availability. Reduced pricing after deposit payment does not apply retroactively.

2.2 Pricing Errors We reserve the right to correct obvious pricing errors before booking confirmation. We are not obligated to honor clearly erroneous prices.

2.3 Payment Terms

- **Deposit**: 20% non-refundable deposit required to confirm booking.
- **Bookings within 120 days of departure**: Full payment due immediately.
- **Final Payment**: Due 120 days prior to departure.

2.4 Passenger Information All passengers must complete required forms 60 days prior to departure (or within 2 business days if booking within 60 days). Failure to provide complete, accurate information may result in cancellation without refund.

2.5 Surcharges If fuel or other operational costs increase significantly, PLX may apply a surcharge to your Expedition fare. PLX will absorb cost increases up to 2% of the total voyage fare without passing them to you. For increases exceeding 2%, PLX may impose a surcharge of up to 8% of the total Expedition fare, with notice provided no later than 120 days prior to departure. If any surcharge would increase your total fare by more than 8%, you have the right to cancel your booking and receive a full refund of all amounts paid. For surcharges of 8% or less, you must decide within 14 days of receiving the new invoice whether to accept the increase or cancel your booking under standard cancellation terms (see Section 4.1). Where flights are included in your Expedition, PLX may pass through any price increases or changes imposed by the airline for passenger and luggage carriage. Credit card purchases may be subject to processing surcharges.

2.6 Onboard Purchases All onboard goods and services are at your expense and payable in U.S. dollars by cash or credit card before disembarkation. Credit card surcharges may apply.

3. TRAVEL AGENTS

3.1 Agent Relationship If booking through an Agent, that Agent acts on your behalf, not as PLX's agent. You remain liable for all obligations under these T&Cs.

3.2 Payment and Liability Payment is not considered received until PLX receives cleared funds. PLX is not liable for your Agent's acts, omissions, representations, financial condition, or integrity.

4. PASSENGER CANCELLATIONS AND AMENDMENTS

4.1 Cancellation by Passenger All cancellation requests must be in writing. Cancellation fees apply from date PLX receives notice:

- **181+ days before departure**: $1,250 USD per person
- **120-180 days before departure**: Loss of deposit (20%)
- **Less than 120 days before departure**: 100% of total cost

UK/European passengers may have additional rights under "unavoidable and extraordinary circumstances."

4.2 No Refunds for Unused Services No refunds for failure to join, late joining, or early departure from an Expedition. PLX is not responsible for incidental expenses (visas, vaccinations, insurance excess, non-refundable flights). Pre-paid adventure options are non-refundable. Any flights, hotels, or additional services purchased through PLX which are not included in the base voyage are non-refundable.

4.3 Booking Amendments Name changes or other amendments to your booking maybe be done at the sole discretion of PLX, and will incur the following administrative fee:

- **Before final payment**: $125 USD amendment fee
- **After final payment**: $250 USD amendment fee
- Flights, insurance, and third-party services subject to separate fees
- All amendment requests must be in writing

4.4 Third-Party Fees Cancellation/amendment fees from accommodation providers, airlines, or other third parties apply separately. Trip cancellation insurance strongly recommended.

5. FORCE MAJEURE

5.1 No Liability for Force Majeure PLX shall not be liable for failure or delay in performance due to Force Majeure Events. Such failure does not constitute breach of contract.

5.2 PLX Rights During Force Majeure PLX may, in sole discretion: cancel or curtail the Expedition; hold passengers aboard vessel in port; or disembark passengers at alternative ports. No refunds, compensation, or damages are payable for Force Majeure cancellations or disruptions.

5.3 Passenger Responsibility Passengers remain liable for services utilized until termination. Passengers are responsible for all costs including mandatory quarantine, repatriation, alternative port costs, and extended stays.

5.4 Insurance Requirement Comprehensive travel insurance is required, insurance covering cancellation-for-any-reason, trip interruption, curtailment, and Force Majeure events is strongly recommended.

6. PLX CANCELLATIONS, CHANGES, AND ITINERARY MODIFICATIONS

6.1 Right to Cancel Components PLX reserves the right to cancel any Component before Day 1 for any reason. Unless cancellation results from Force Majeure (see Section 5), PLX shall, at its discretion, provide:

- An alternative component; OR
- A pro-rata credit for unused days; OR
- An appropriate refund minus unrecoverable costs

6.2 Credits Credits may be applied to future PLX Expeditions, are non-transferable, non-redeemable for cash, and exclude flights and insurance.

6.3 Vessel Substitution PLX may substitute the vessel at any time before or during the Expedition without liability or right to refund.

6.4 Itinerary Changes PLX reserves the right to modify any Component, including vessel, transfers, hotel nights, and itinerary, at any time without notice, allowance, or refund. In case of service cancellation before departure, pro-rata refund may be provided at PLX's discretion without further obligation.

6.5 Interruption or Termination If an Expedition is interrupted, cancelled, or the vessel delayed due to Force Majeure or operational necessity, PLX may terminate the Expedition and disembark passengers at any port. The Expedition is deemed fully performed with no refund obligation.

6.6 Master's Authority The Captain has absolute authority to change itinerary, substitute services, deviate from scheduled routes, return to port, delay departure, omit port calls, dry dock, comply with government orders, or take any action necessary for safety, vessel management, medical emergencies, weather, ice conditions, mechanical issues, or compliance with law. No refunds, compensation, or damages apply for such changes.

6.7 Itinerary Flexibility Expeditions are subject to weather, ice, mechanical issues, government intervention, maritime law, vessel traffic, berth availability, and unforeseen circumstances. Dates and times are approximate and may change without notice or passenger consent. No refunds or compensation for itinerary changes, delays, omitted ports, or extended voyages.

6.8 Port Changes and Omissions PLX may cause the vessel to omit any scheduled port or refuse to embark/disembark passengers at any location. Passengers bear all expenses to reach omitted destinations or final destinations.

6.9 Quarantine In case of vessel quarantine or passenger detention, passengers bear all risks and expenses, including charges for food, accommodation, and quarantine fees assessed during detention.

6.10 Immigration Refusal PLX has no liability if immigration authorities refuse passenger entry, landing permission, or order deportation.

6.11 Charter Flight Interruption If a charter flight cannot operate within a reasonable time, PLX may, at its discretion: rebook passengers on alternative future Expeditions; OR issue full refund of Expedition fare and unused Adventure Activities. PLX will provide trip interruption letters for insurance claims and one additional hotel night on cancellation day. All other costs (flight changes, additional accommodation, meals) are passenger's responsibility.

6.12 No Claims for Damages Neither party may claim damages for cancellations or changes under this Section 6. PLX not responsible for incidental expenses (visas, vaccinations, insurance excess, non-refundable flights).

7. AGE, HEALTH, LANGUAGE, AND MEDICAL REQUIREMENTS

7.1 Minimum Age Passengers under 18 are welcome if meeting minimum age requirements for the specific Expedition. Minors (passengers under 18) must be accompanied by parent/guardian or Responsible Adult over 21 at all times. Guardian is responsible for minor's compliance with T&Cs and must sign Minor Travel waiver. Accurate age, weight, and height required at booking. Some activities have separate age restrictions.

7.2 Language All voyages conducted primarily in English. Non-English speaking passengers may be excluded from activities if safety is compromised by inability to understand instructions, at Captain or Expedition Leader's discretion. Interpreters allowed under pre-approved conditions.

7.3 Physical and Mental Fitness No upper age limit or specific physical requirements exist; however, Expeditions are physically demanding and occur in remote regions with limited facilities and potentially rough seas. Passengers must

ensure suitable fitness for full participation. Those with unstable medical conditions should exercise caution. Participation in specific landings may be restricted based on fitness, mobility, or environmental conditions.

7.4 Medical Disclosure Requirements All passengers must complete confidential medical forms 60 days before departure. Full, accurate disclosure of physical and mental health status, chronic illnesses, recent acute conditions, limited mobility, or fitness concerns is mandatory. Some medical conditions may require approval from our medical team, and in certain cases, may preclude you from traveling aboard the Expedition.

7.5 Refusal of Passage for Medical Reasons PLX reserves the right to deny boarding or continued participation if passenger:

- Is likely to be refused entry by authorities
- Failed to disclose, inaccurately disclosed, or failed to update us about any condition requiring special care (disability, illness, pregnancy, medical treatment)
- Suffers from or is exposed to contagious/infectious disease
- Is physically or mentally unfit to travel or may pose risk to others

No refunds or compensation for denied passage. Passenger is liable for costs if attempting to board without proper disclosure or PLX consent.

7.6 Passenger Medical Responsibility Passengers must bring adequate supply of required medications and medical supplies (may not be available onboard). Medical information may be shared with designated PLX staff as necessary. See Privacy Policy for data handling.

7.7 Limited Medical Services Medical care may be limited or delayed. Medical evacuation may not be possible at sea or from all locations. In emergencies, PLX seeks closest location for treatment and evacuation. Captain, Medical staff, and Expedition Leader will decide on emergency medical action jointly; passengers must accept this condition prior to embarkation.

7.8 Medical Treatment Disclaimer All medical services provided by ship's doctor, physicians, or medical personnel (engaged as independent contractors) are at passenger's sole risk and expense. PLX is not responsible for quality, nature, or consequences of medical treatment. Legal actions against medical contractors must be brought in the country where the contractor is indemnified.

7.9 Pregnancy Passengers who are pregnant may travel with PLX provided that the entire duration of the Expedition falls within the second trimester of pregnancy, defined as weeks 13 through 27 inclusive. Due to the remote nature of our Expeditions and the limited availability of medical facilities (see Sections 7.7 and 12.2), PLX cannot recommend travel at any point after the completion of the 27th week of pregnancy.

Pregnant passengers must provide a note from a licensed physician documenting the Estimated Date of Delivery (EDC). This documentation must be submitted as part of the confidential medical disclosure required under Section 7.4. In addition, pregnant passengers must complete and sign a Pregnancy Waiver acknowledging that they understand and voluntarily assume the risks associated with travel while pregnant, including the risks arising from remote travel and limited medical services as set forth in Sections 7.7, 12.1, and 12.2. PLX reserves the right to deny boarding or continued participation in accordance with Section 7.5 where these requirements are not met.

8. MANDATORY TRAVEL INSURANCE

8.1 Insurance Requirement Travel insurance is mandatory for all passengers and must be purchased at time of booking.

8.2 Minimum Coverage Insurance must provide minimum $150,000 USD coverage for:

- Medical expenses
- Evacuation (including vessel-to-shore transfer)
- Emergency repatriation
- Pre-existing medical conditions

- COVID-19 related costs

8.3 Recommended Additional Coverage Cancellation, cancel-for-any-reason, curtailment, trip interruption, personal liability, baggage loss, and expenses arising from loss, damage, injury, delay, or inconvenience.

8.4 Passenger Responsibility Passengers responsible for ensuring insurance meets requirements. Costs for undeclared pre-existing conditions, itinerary disruptions, or any other occurrences not covered by insurance are the passenger's full responsibility.

8.5 Proof of Insurance Policy number and insurer's 24-hour emergency contact is required before departure, and passengers will not be allowed to board without providing these details. For credit card insurance, provide insurer details and policy number (not bank/card details).

9. CABIN ARRANGEMENTS

9.1 Solo Travelers and Shared Cabins Unless you paid the single occupancy rate (confirmed on your invoice), solo travelers will share a hotel room and ship cabin with another solo traveler of the same gender. Gender neutral share cabins are available on request. PLX does not release information about cabinmates prior to departure, and reserves the right to change the assigned cabin number of solo/requesting share travelers to match up solo travelers.

9.2 Minors and Sharing Minors under 18 are not permitted in share cabins; must room with a guardian over 21 on their booking.

9.3 Single Supplement If cabin sharing becomes problematic due to unresolvable circumstances (eg. excessive snoring, CPAP machine, other conditions) a single supplement will be required.

9.4 Cabin Reallocation PLX, Master, or agents may reallocate cabins if necessary. PLX will provide cabin of substantially same price and standard if possible. If alternative unavailable, PLX may cancel booking and refund unused fare without further liability.

10. PASSPORTS, VISAS, AND TRAVEL DOCUMENTS

10.1 Passenger Responsibility Passengers responsible for ensuring all personal information is correct. PLX is not liable for incorrectly issued vouchers/tickets resulting from incorrect or incomplete information. Name changes post-booking may incur supplier fees at passenger's expense.

10.2 Required Documentation Passengers must obtain and possess all required documentation: valid passport (valid 6 months beyond last travel date), visas (including transit visas), permits, reciprocity fees, vaccination certificates, inoculations, medical certificates, and insurance policies.

10.3 Costs for Missing Documentation Passengers solely responsible for costs incurred from missing or defective documentation. Passengers responsible for full amount of any losses or expenses PLX incurs from passenger's failure to secure or possess proper travel documentation.

11. FLIGHTS AND ANCILLARY SERVICES

11.1 Airline Liability Where flights are included, PLX is not liable for claims under EU Regulation 261/2004 or damages from air transportation. All claims must be directed to the airline per their conditions of carriage and applicable Warsaw or Montreal Conventions.

11.2 Additional Flight Costs Delays, missed connections, or disruptions resulting in handling fees, airport demurrage, or overnight stays charged to passenger on cost-recovery basis.

11.3 Flight Changes During Voyage Disruption For PLX-booked flights: PLX ground staff can assist with changes; additional costs (change fees, fare differences) are passenger's responsibility. For Agent or self-booked flights: Passenger must contact Agent or airline directly; PLX cannot access booking information.

11.4 Third-Party Services Extension packages, accommodation, or services provided by third parties subject to their own terms and conditions. Cancellation, amendment, and refund policies vary by provider.

11.5 Antarctic Flights on Fly-Cruise Voyages Flights to and from Antarctica operate subject to weather conditions and operational requirements. The following contingency provisions apply when a scheduled Antarctic flight cannot operate according to the planned itinerary.

11.5.1 Outbound Flights to Antarctica PLX may, at its discretion, advance the outbound Antarctic flight to the afternoon or evening of Day 1, resulting in early departure and early arrival in Antarctica. If the outbound flight cannot operate on Day 2 as scheduled, PLX shall make reasonable efforts to transport passengers to Antarctica on Day 3 and up until 2:00 PM on Day 4, subject to weather conditions, passenger and aircraft safety, and operational requirements. During any standby period, PLX shall provide guided excursions to sites of historic and wildlife interest or other services as circumstances permit, together with meals and accommodation. If PLX is unable to transport passengers to Antarctica by 2:00 PM on Day 4, the Expedition shall be interrupted. Accommodation with breakfast only shall be provided; no other services or meals are included. PLX, shall refund 100% of the cruise fare paid for the air-cruise through the original booking channel. Group airport transfers shall be provided on Day 5; no other services or meals are included. Refunds shall be processed as soon as practicable through the same channel used for booking and shall release PLX from any further liability. Agent commissions are not protected.

11.5.2 Return Flights from Antarctica If the return flight from Antarctica must be advanced, passengers shall disembark and fly out of Antarctica up to one day earlier than indicated in the itinerary. Upon arrival, accommodation shall be provided, and all other inclusions shall remain per the original itinerary. If the return flight is delayed, passengers shall remain aboard the vessel and continue cruising to nearby locations until the return flight is authorized. In the unlikely event that a delay exceeds two days and the weather forecast or operational requirements indicate the impossibility of flight operations for an extended period, the Captain may, for safety reasons, elect to sail the vessel back to Ushuaia. Full board and all excursions are included during any such extended voyage. Upon arrival, the Expedition shall terminate at the airport. No refund, compensation, or damages shall be payable for any reason whatsoever under this Section 11.5.2.

12. ASSUMPTION OF RISK AND ACKNOWLEDGMENT

12.1 Voluntary Assumption of Risk Passengers understand and acknowledge unavoidable risks associated with Expedition participation, including potential exposure to personal injury, emotional injury, property damage, or death. All Expedition activities undertaken at passenger's own risk. Passengers voluntarily and willingly assume full responsibility for any injury, loss, or damage suffered during the Expedition.

12.2 Remote Location Acknowledgment Due to remote destinations, emergency evacuation, search and rescue may be delayed or unavailable. Medical facilities and supplies may be limited. Passengers acknowledge responsibility to assess impact of such limitations on existing medical conditions before participating.

12.3 Health Risks and Safety Protocols Passengers acknowledge potential medical issues, border closures, and quarantine requirements. PLX will take reasonable steps to ensure safety and may require additional mandatory protocols (medical checks, waivers, medical assessments, extra precautions).

12.4 Personal Responsibility for Travel Decision PLX uses government foreign department information and internal contacts to assess itinerary viability. Passengers are responsible for reviewing travel information, health risks, and itinerary nature. Passengers acknowledge their travel decision is made with consideration of this information and acceptance of attendant personal risks.

12.5 Hold Harmless Agreement Passengers confirm they are physically and mentally capable of participating. Passengers willingly elect to participate despite potential risks and voluntarily assume full responsibility for any injury, loss, or damage sustained or caused by them. Passengers agree to hold PLX harmless for any injuries, losses, or damages sustained from Expedition participation.

13. CAPTAIN'S AUTHORITY

13.1 Final Authority The Captain's decision is final on all matters affecting safety or well-being of any passenger, crew, staff, communities, or wildlife visited.

13.2 Consequences of Non-Compliance If passenger fails to comply with Captain or Expedition Leader decisions, or interferes with well-being or mobility of other passengers, Expedition Team, staff, or crew, the Captain may: terminate passenger's participation; exclude passenger from activities; order immediate departure without refund; restrict passenger

to cabin; or take any other action required. No compensation, costs, damages, or losses payable for such termination or action.

14. PASSENGER INFORMATION AND PRIVACY

14.1 Data Collection and Use Personal information handled per PLX Privacy Policy and used for Expedition operation purposes. By booking, passengers consent to information being shared with agents, service providers, and suppliers to operate the Expedition, and to receive marketing materials (if permitted by spam laws).

14.2 Privacy Policy Review Passengers responsible for periodically reviewing Privacy Policy and staying informed of changes.

14.3 Third-Party Information When providing personal information of others (group bookings, emergency contacts), passengers must inform those persons of information being provided, ensure awareness of Privacy Policy, and obtain consent to act on their behalf.

15. PASSENGER CONDUCT

15.1 Compliance with Laws and Customs Passengers must comply with laws, customs, foreign exchange, and drug regulations of all countries/regions visited. Act respectfully toward fellow passengers, Expedition Team, staff, crew, and in compliance with ship's rules.

15.2 Cabin and Privacy Respect Passengers shall not enter restricted crew areas, crew cabins, or other passenger cabins/hotel rooms without express permission. No threatening, harassing, assaulting, or abusing anyone during voyage or at group hotel. Verbally abusive/offensive language prohibited. Pre-embarkation incidents may result in denied boarding.

15.3 Property Damage PLX reserves right to charge guests for damage costs caused by deliberate, negligent, or reckless acts. If damage discovered after departure, PLX may charge credit/debit card or send invoice.

15.4 Unauthorized Activities and Equipment All activities (onboard or ashore) must comply with regulations. Unauthorized activities prohibited. Personal recreation equipment or technologies (including drones) require clear pre-voyage consent. Personal Starlink equipment is expressly prohibited without prior written authorization from PLX.

15.5 Smoking and Vaping Ships are smoke-free environments. Smoking/vaping permitted only in designated areas. Not permitted inside ship, on balconies, on Zodiacs, or on landings. Repeated violations result in $1,000 USD penalty added to shipboard account. Captain or Expedition Leader may disallow off-ship activity participation.

15.6 Alcohol Consumption Minimum age for purchasing, possessing, or consuming alcohol is 18 years. Responsible consumption expected. Ship staff may refuse service if passenger safety at risk. Passengers 18+ may bring 1 liter of wine, champagne, or beer onboard embarkation day only (hard alcohol over 14% ABV prohibited). Alcohol brought onboard consumed only in cabins. $15 USD corkage fee applies. PLX reserves right to deny Adventure Activity participation to anyone deemed physically unable to participate safely.

15.7 Baggage Limits Passengers may not bring luggage or other items on board that are in excess of 158 linear cm (62 in) or 32kg (70lbs). Oversized/overweight items will not be allowed on board without prior approval and may incur extra storage fees.

15.9 Prohibited Items Passengers must abide by flag state and destination country regulations. Prohibited items include: weapons, non-prescription drugs, explosives, illegal substances (including cannabis/marijuana, even medicinal), cooking equipment, including but not limited to, cook pots, hot plates, rice cookers, and toasters, and items whose import/export is forbidden or restricted. PLX may confiscate, dispose, destroy, or surrender such items to authorities without liability. Passengers liable for loss, damage, delay, injury, or death caused by hazardous items brought onboard.

15.10 No Pets No pets allowed onboard.

16. ADVENTURE ACTIVITIES AND EXCURSIONS

16.1 Third-Party Services Use of personal service personnel and third-party suppliers is at passenger's own risk and expense, subject to third-party terms. PLX not responsible for acts, omissions, or negligence of third-party suppliers. Disputes with third parties resolved solely between passenger and third party.

16.2 Adventure Activities Discretion Adventure Activities (kayaking, camping, snowshoeing, etc.) sold in advance, dependent on complex variables, and at sole discretion of PLX, Captain, and/or Expedition Leader. May not proceed due to Force Majeure Events.

16.3 No Refunds for Activities No refunds for Adventure Activities: successfully carried out but passenger chose not to participate; cancelled due to Force Majeure Event; cancelled by Captain/Expedition Leader decision.

16.4 Participation Denial PLX reserves right to deny Adventure Activity participation to anyone not following rules or deemed medically/physically unable to participate safely.

16.5 Independent Contractor Disclaimer Where Adventure Activity providers are independent contractors, neither PLX, its affiliates, owners, officers, agents, employees, contractors, nor associate organizations liable for any act, default, injury (including emotional injury, property damage, or death), loss, expense, damage, deviation, delay, curtailment, or inconvenience caused by such providers.

16.6 Non-Transferable Adventure Activities are non-transferable.

17. PHOTOGRAPHY AND VIDEO

17.1 Photos and Videos by PLX Staff Photos or videos may be taken by PLX staff, crew, Expedition Team, partners, or other passengers. If you do not wish to be photographed/filmed, advise Expedition Leader or photographer. PLX respects privacy and will accommodate preferences. Photos by PLX staff not used for marketing without prior knowledge.

17.2 Professional Photography Professional photographers/videographers may be engaged for marketing purposes. Passengers informed at Expedition beginning and may opt-out of promotional content.

17.3 Passenger Use of Group Images Passengers receiving group photos/videos including other passengers, crew, or Expedition Team must use respectfully. If sharing images with identifiable individuals on social media or public platforms, passengers responsible for ensuring no privacy rights infringement. Recommend obtaining permission before public sharing. PLX not responsible for passenger use of post-voyage images but encourages respect for fellow passenger privacy.

17.4 Privacy Policy See Privacy Policy for details on data collection, storage, and use of imagery.

18. COMPLAINTS AND CLAIMS

18.1 Onboard Complaints Complaints must be raised immediately with Guest Experience Manager or local ground representative for resolution attempt.

18.2 Written Complaints If unresolved, complaints must be submitted in writing to PLX within 30 days of Expedition end.

19. LIABILITY AND DISCLAIMERS

19.1 General Limitation of Liability

PLX and the Vessel are not liable for loss, death, delay, injury, illness to any passenger, or loss/damage/delay to baggage arising from:

- Act of God, public enemy, governmental restraint, riots, strikes, lockouts, labor troubles
- Epidemic, civil disturbances, perils of sea/harbors/rivers/navigable waters
- Fuel shortages or unexpected fuel cost increases
- Collision, stranding, fire, theft, barratry, or crime
- Navigation or management faults/errors

- Explosions, boiler bursting, shaft breakage, vessel defects or unseaworthiness (hull, machinery, appurtenances, equipment, furnishings, supplies, officers, crew)
- Defects existing at any time
- Fault/neglect of pilot, tugs, officers, crew, agents, servants, independent contractors
- Quality, nature, or consequences of medical/surgical treatment
- Inherent defect, vice, or quality of passenger's baggage
- Insufficient, inadequate, or absent baggage marks, address, or description
- Delay in or prevention of sailing, prolongation of Expedition, deviation, stoppage in transit, calls at ports, variations from scheduled route
- Seizure of vessel under legal process
- Acts, omissions, faults, negligence of passenger or other passengers
- Nuclear power operation (passenger accepts all known/unknown risks; PLX has no liability for injury, illness, death resulting therefrom)
- Any other cause or circumstance beyond PLX control

19.2 Broad Disclaimer of Liability

PLX disclaims all liability for:

- Any injury, illness, or death occurring during the expedition regardless of cause
- Emotional distress, mental suffering, or psychological injury of any kind
- Any warranties, express or implied, regarding vessel condition, merchantability, fitness, or seaworthiness
- Condition of any person onboard or any food, drink, provisions, or medicine supplied
- All implied warranties of fitness and merchantability are expressly disclaimed

PLX is not an insurer of passenger safety.

PLX has no liability for:

- Injuries or damages from force majeure events
- Any occurrence taking place off the vessel
- Injuries or damages occurring onboard the vessel or onshore during the expedition
- Loss of or damage to baggage or property (unless directly caused by PLX negligence or willful misconduct)

19.3 Release, Waiver, and Indemnification

In consideration of services provided by PLX, passengers (for themselves and heirs, personal representatives, assigns) hereby:

RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND AGREE TO INDEMNIFY PLX AND ITS AFFILIATES (including without limitation owners, officers, directors, employees, contractors, subcontractors, affiliates) from:

ANY AND ALL CLAIMS, ACTIONS, OR LOSSES FOR:

- Emotional injury, bodily injury, property damage, wrongful death, loss of services
- Lost profits, lost wages/earnings
- Consequential, exemplary, indirect, or punitive damages
- Any damages arising from or occurring during the Expedition, scheduled voyage, travel package, or related activities

INCLUDING WITHOUT LIMITATION ANY DELAY, LOSS, DAMAGE, OR INJURY CAUSED BY OR ARISING FROM:

- Force Majeure Events
- Breakage of shafts or defects/unseaworthiness in hull, machinery, appurtenances, equipment, furnishings, supplies, officers, or crew
- Fault/neglect of Master, tugs, officers, crew, agents, servants, independent contractors
- Quality, nature, or consequences of medical/surgical treatment
- Inherent defect, vice, or quality of baggage
- Insufficiency, inadequacy, or absence of baggage marks/address/description
- Delay in or prevention of sailing, prolongation of Expedition, deviation, stoppage in transit
- Calls at ports or variations from scheduled route
- Seizure of vessel under legal process
- Acts, omissions, faults, or negligence of passenger or fellow passengers
- Risks of travel by sea (weather hazards, navigational dangers, wear and tear, cargo movement/damage)
- Any occurrence or event off the vessel

PASSENGERS SPECIFICALLY UNDERSTAND AND AGREE THEY ARE RELEASING, DISCHARGING, AND WAIVING ANY CLAIMS FOR NEGLIGENT ACTS, OMISSIONS, OR CONDUCT OF PLX AND ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS, OR AFFILIATES.

Passengers acknowledge damages from such acts/omissions are speculative, uncertain, and not reasonably foreseeable when entering this Expedition Contract.

19.4 Cap on Damages

In no event will PLX be responsible for incidental, consequential, or special damages, lost profits, or loss suffered by any person. PLX's maximum liability for any reason whatsoever is limited to the amount paid to PLX for the Expedition.

19.5 EU Regulation 392/2009 and Athens Convention

If any provisions herein are inapplicable or unenforceable, PLX is entitled to all liability limitations and immunities under:

- **EU Regulation 392/2009** relating to carriage of passengers and luggage by sea
- **Athens Convention 1974** and **2002 Protocol** (for Expeditions not calling at U.S. ports)

19.5.1 Liability Limits Under Regulation and Athens Convention:

19.5.1.2 For Death or Personal Injury:

- **General limit**: 400,000 SDR per passenger (~$535,000 USD, fluctuates) EXCEPT if passenger proves PLX negligence/fault and loss not caused by shipwreck, capsizing, collision, stranding, explosion, fire, or vessel defect
- **Incidents involving shipwreck, capsizing, collision, stranding, explosion, fire, or vessel defect**: 250,000 SDR per passenger (~$335,000 USD) unless incident resulted from act beyond PLX control (war, terrorism, hostilities, civil war, insurrection, natural disaster, intentional third-party acts). Liability may increase to 400,000 SDR unless PLX proves incident occurred without its fault/neglect
- **War or terrorism incidents**: Lesser of 250,000 SDR per passenger (~$345,000 USD) or 340 million SDR total (~$469,200,000 USD) per incident

19.5.1.3 For Luggage:

- Maximum 2,250 SDR per passenger (~$3,011 USD, fluctuates)

19.5.1.4 Additional Provisions:

- No punitive or exemplary damages available

- Damages reduced proportionally for passenger fault/neglect per Article 6

19.6 U.S. Maritime Law Protections

PLX has full benefit of all applicable laws providing limitation/exoneration of liability under any national law, international law, or law of forum where claim is litigated/arbitrated, including but not limited to:

- 46 U.S.C. §§ 30501-30529
- 46 U.S.C. §§ 30301-30305

Nothing in this Expedition Contract limits or deprives PLX of any statutory or other limitation or exoneration of liability. PLX servants and/or agents have full benefit of all limitation provisions. Nothing herein deprives PLX of U.S. limitations of liability or exoneration from liability under Title 46 U.S. Code §§ 30501-30509 and 30511, nor does PLX waive any remedies available under law.

20. DISPUTE RESOLUTION

20.1 Arbitration Agreement

All disputes and claims between passenger and PLX arising from or relating to the Expedition and/or Expedition Contract (including breach, termination, enforcement, interpretation, validity, arbitration agreement itself, scope/applicability of this Arbitration Agreement) **shall be resolved through binding, confidential, individual, and fair arbitration.** Arbitration shall be conducted under the American Arbitration Association Commercial Arbitration Rules.

Exceptions:

1. Either party may submit dispute to small claims court (if applicable)
2. Parties may mutually agree to jury trial in U.S. District Court (if jurisdiction permits)
3. Either party may bring suit to enjoin intellectual property infringement/misuse

Governing Law: Federal Arbitration Act, 9 U.S.C. §§ 1-16 governs interpretation and enforcement. This Arbitration Agreement survives Expedition completion and Contract termination.

Arbitration Process: Either party must send written Notice of Dispute by registered mail to the other, including: name, address, contact information, specific facts giving rise to dispute, Expedition to which Notice relates, and relief requested.

Exclusive Jurisdiction (if arbitration not enforced): If arbitration unenforceable, disputes brought solely and exclusively in U.S. District Court for District of Delaware (or if lacking subject matter jurisdiction, in court of competent jurisdiction in Wilmington, Delaware).

20.2 Class Action Waiver

Passenger agrees to bring claims against PLX only in individual capacity. Passenger expressly waives any right to participate in class action, representative action, or as member of any class, and agrees that any lawsuit shall be litigated individually, not as class or representative action, even if applicable law provides otherwise.

21. MARKETING MATERIALS

21.1 Right to Amend PLX reserves the right to amend marketing materials (brochures, website content, pricing, itineraries) without notice.

21.2 Inspirational Content Images are inspirational and do not necessarily depict exact people, animals, or places encountered during the Expedition.

21.3 No Liability for Errors PLX not liable for typographical errors or omissions in marketing materials or other documentation. PLX reserves right to amend to rectify errors or omissions.

22. GENERAL PROVISIONS

22.1 Severability If any provision of these T&Cs is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of remaining provisions shall not be affected or impaired.

22.2 Assignment PLX may assign or transfer any rights or obligations under these T&Cs, including novation to related body corporate, at its sole discretion upon written notice to passenger (including via website).

22.3 Entire Agreement These T&Cs constitute the entire agreement between passenger and PLX and supersede all prior agreements, representations, or understandings (written or oral) relating to the Expedition.

22.4 Notices All written notices to PLX must be sent to:

Mailing Address:
Polar Latitudes, Inc
PO Box 1227
White River Junction, VT 05001
USA

Email:
salesteam@polar-latitudes.com
(with proof of electronic delivery)

22.5 No Waiver Failure by PLX to enforce any provision does not constitute waiver of that provision or any other provision.

22.6 Governing Law These T&Cs are governed by U.S. federal maritime law and, where applicable, Delaware law, excluding conflicts of law principles.

22.7 Survival Sections 12 (Assumption of Risk), 18 (Complaints and Claims), 19 (Liability and Disclaimers), and 20 (Dispute Resolution) survive termination of the Expedition Contract.

ACKNOWLEDGMENT OF TERMS

BY BOOKING AN EXPEDITION WITH POLAR LATITUDES EXPEDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY.

YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY ASSUMING RISKS ASSOCIATED WITH EXPEDITION TRAVEL TO REMOTE REGIONS AND ARE RELEASING PLX FROM LIABILITY AS SET FORTH HEREIN.

YOU ACKNOWLEDGE THAT TRAVEL INSURANCE COVERING CANCELLATION, TRIP INTERRUPTION, MEDICAL EXPENSES, EVACUATION, AND FORCE MAJEURE EVENTS IS MANDATORY AND STRONGLY RECOMMENDED.

YOU ACKNOWLEDGE YOUR RESPONSIBILITY TO ENSURE PROPER TRAVEL DOCUMENTATION, MEDICAL FITNESS, AND COMPLIANCE WITH ALL REQUIREMENTS SET FORTH IN THESE T&CS.

For questions regarding these Terms & Conditions, contact PLX at salesteam@polar-latitudes.com