

## **Terms and Conditions of Inter-Connect GmbH**

Arnulfstraße 31, 80636 Munich, Germany

(hereinafter referred to as ICO DE)

and

### **Cruise Interconnect AG**

Badenerstrasse 551, 8048 Zürich, Switzerland

(hereinafter referred to as ICO CH)

(\*includes all gender-specific terms.)

### **1. YOUR CONTRACTUAL PARTNER\***

1.1 Contractual partners of the travel contract to be concluded are the tour operator and the registrant\* (hereinafter referred to as contractual partner) who\* acts for themselves and all registered persons (hereinafter also referred to as travellers) who are involved. The tour operator is Inter-Connect GmbH, represented by the Managing Director Lothar Krins, with its registered office in D-80636 Munich, Arnulfstrasse 31, Munich District Court under: HRB 90362, telephone: +49 (0)89 517030 (hereinafter referred to as ICO). In this respect, ICO is a tour operator within the meaning of §651a BGB. ICO can also act as an intermediary in individual cases. If this is the case, it will be noted in the offer and in the confirmation.

1.2 For services provided by other organisers brokered by ICO without being a party to the contract, their contractual and travel conditions shall apply.

### **2. THE PRICES QUOTED IN THE OFFER ARE APPROXIMATE PRICES FOR A DOUBLE OCCUPANCY CABIN.**

### **3. NON-BINDING RESERVATION (OPTION BOOKING) AND CRUISE CONTRACT**

3.1 ICO gives the registrant on the website [https:// www.inter-connect.world/kreuzfahrten/](https://www.inter-connect.world/kreuzfahrten/) the opportunity to indicate their interest in booking a cruise without obligation before a binding registration for a cruise and, if possible, according to the booking status and offer, to select desired cabins (option booking). This option booking does not constitute an offer by ICO to conclude a package travel contract and does not constitute the acceptance of an offer by the traveller. If the trip and the desired cabins are available at the time of the option booking, ICO will reserve the cabins for a period of three calendar days, including the day of the option booking, after receipt of the passenger's declaration of interest. The option periods may vary for special offers. Upon receipt of the option booking, travellers will receive a reservation confirmation by e-mail stating the reservation period. ICO points out that in Germany, there is no right of withdrawal according to the German Civil Code (BGB) and in Switzerland according to the Swiss Civil Code (PRG) for package travel contracts concluded remotely (e.g., via letter, telephone call, e-mail, telemedia or online services), but only the statutory rights of withdrawal and termination.

3.2 By registering for a cruise, travellers offer ICO a concluded travel contract. This is for the travellers themselves and for all persons named in the registration. This registration may be explained in writing or digitally (email, internet). In the case of an option booking made in advance in accordance with section 3.1, the registration takes place with written confirmation of the option booking by the registrant himself or by a travel agency commissioned by the registrant\* or by clicking on the confirmation field „Book & pay with mandatory payment“.

In the options mail. If the confirmation comes from the registrant\* by email, it must be made during ICO's regular business hours (Monday – Friday, 9:00am – 6:00pm).

3.3 The package travel contract is only concluded upon receipt of the written travel confirmation/invoice from ICO by the registrant\* or the travel agency commissioned by him/her\* with effect for all persons named in the application and on the basis of the service description in the travel confirmation/invoice and these travel conditions, which the registrant\* also with effect for all persons registered by him\*.

ACKNOWLEDGES The registrants shall be responsible for all contractual obligations of all registered persons as well as for their own. In the event of non-acceptance of the travel request, ICO is not obliged to expressly declare the non-acceptance to the registrants and/ or to justify the non-acceptance.

3.4 If the content of the travel confirmation differs from the registration, this travel confirmation is considered a new offer from ICO, to which ICO is bound for a period of 10 calendar days, including the day of sending. The travel contract is concluded on the basis of this new offer if the registrants expressly or conclusively declare acceptance (e.g., by payment or down payment of the travel price, commencement of the trip) within the binding period. The registrants must be informed of the deviating offer.

3.5 For persons with a disability, the disability must be notified at the time of registration. ICO cannot assume any responsibility for the necessary care and/or treatment, which is why it is recommended to travel with a responsible accompanying person\* if necessary. The cruise may be refused or cancelled for those whose health or physical condition appears unfit to travel in the opinion of the shipping company or whose condition poses a danger to them or other passengers. In the event of pregnancy at the start of the trip, the registrants must inform ICO of this at the time of registration, as well as send a doctor's clearance certificate by the 23rd week of pregnancy\* and also bring it with them to the check-in. Unfortunately, people who have reached the 24th week of pregnancy at the start of the trip, or who reach it during the trip, can no longer be transported. ICO reserves the right to refuse registrations if, at the discretion of ICO's medical advisors, the physical or health conditions for the trip are not met. Guests receiving medical treatment should carry their medical records. Dialysis is not possible on board.

3.6 Guaranteed cabins are available on selected cruises, subject to availability. You book the cruise at the fixed price of the selected category without a cabin number. The travel confirmation assures you at least the booked category and if this is no longer available, you will be placed in a higher category. You will receive your cabin number upon receipt of the travel documents, or at the latest upon embarkation. Special requests regarding the condition and location of the cabin or changes to the cabin number cannot be taken into account. If the change request is for a higher-quality cabin category and/or after further additions of services, ICO will endeavour to fulfil these requests at the corresponding surcharge.

#### **4. SCOPE OF SERVICES**

4.1 The scope of the contractual travel service is basically derived from the service description relevant to the travel period and the information provided in the travel confirmation, subject to all the information and explanations contained therein. ICO's services consist of transport and accommodation and other services for the registered persons as stated in the travel confirmation together with all information and explanations contained therein. Ancillary agreements or other deviating agreements that change the scope of the contractual services require the written confirmation of the ICO.

4.2 The scope of services does not include, in particular, flights or other shuttle services from the travellers' home location to the embarkation port and back from the disembarkation port, or hotel arrangements before or after the cruise, unless these services are part of the contractual service described and confirmed in the service description. If these services (e.g., some travel packages) are not part of the service description, the registrants can have such services compiled on request according to their specifications. Where possible, these are confirmed by ICO as an additional service and become part of the travel package contract as long as they are not mediated services. Insofar as this results in separate regulations for the registrants, they will always be informed if the terms and conditions of other service providers are to be included. If these services are explicitly and unambiguously marked as external services and stating the intermediary service provider, they do not belong to the scope of services provided by ICO. If there are any contradictions, the travel confirmation applies above all else.

4.3 The travel documents must be sent to the registrant or the travel agency commissioned by them no later than seven days before the start of the trip if the travel price has been paid in full and the on-board manifest has been completed. If, contrary to expectations, the travel documents have not yet arrived, the registrants must urgently contact the travel agency commissioned by them, otherwise, contact ICO for clarification.

#### **5. PAYMENT**

5.1 Payments made by the registrants for the package travel contract booked with ICO DE according to § 651 a BGB are protected by § 651 r BGB in conjunction with Art. 252 EGBGB. The services of ICO are secured in accordance with § 651 of the German Civil Code (BGB).

The insurer is the customer money insurer tourVERS Touristik-Versicherungs-Service GmbH, Borsteler Chaussee 51, 22453 Hamburg, Tel.: 040-244 288 0. Payments by customers for bookings with ICO CH are secured in accordance with Federal Law of the Swiss Civil Code (PRG). The services of ICO CH are covered by the Guarantee Fund of the Swiss Travel Industry. Their address is: Etzelstrasse 42, 8038 Zurich, Switzerland, Telephone: +41 44 488 10 70.

5.2 The registrant who has made the registration undertakes to pay, even if said registration includes other persons. Upon receipt of the written travel confirmation and delivery of the security certificate, the \*Registrant\* must pay a deposit of 25% of the travel price.

5.3 The final payment to be made the registrants must be made no later than 30 days before the start of the trip without further request. Payment of the travel price can be made by SEPA direct debit mandate or by credit card (e.g., MasterCard, Visa, American Express). Payment by credit card is subject to a processing fee of 1% in addition to the travel price. The credit card will be debited on the due date indicated in the confirmation/invoice.

5.4 A travel registration from 30 days before the start of the trip is only accepted on the condition that the entire travel price is due immediately upon receipt of the travel confirmation and the security certificate and the payment is made by SEPA direct debit mandate or credit card.

5.5 If the invoiced travel price has not been received on time and is not paid even after a request has been made to do so, ICO is entitled to withdraw from the contract. In this case, ICO shall levy the contractual penalties or compensation lump sums regulated in Section 9.1.

5.6 If the registrant withdraws a direct debit authorisation they have provided after making a claim against ICO, they shall be liable for the bank charges incurred and a processing fee of €100. The same applies to an unjustified claim to the issuing bank when paying by credit card.

## 6. REQUESTS FOR CHANGES IN SERVICES

6.1 As tour operators, ICO DE and ICO CH are entitled to make changes and deviations from the terms of the contract, as long as the change is not substantial. This also applies, in particular, to changes in travel, lay times and routes. These are permissible if they are necessary, for example, because they are based on official instructions, are necessary for passenger safety reasons and for the ship's crew and/or due to unavoidable, exceptional circumstances, weather issues or safety considerations and/or to avert dangers. This decision shall be taken solely by the captain responsible for the vessel\*. Changing a non-assured airline and arrival and departure times is permitted. If ICO has exceptionally confirmed a cabin number before the cruise, as a rule, the registrant cannot make any more requests for changes after allocation. ICO is also entitled to change assigned cabins if the change takes place within the same cabin category and is reasonable. ICO has notified the registrant in one of the aforementioned cases, ICO will inform the registrant about the change in a clear, understandable and highlighted manner on a durable medium (digital or paper) before the start of the trip.

6.2 As a tour operator, ICO is entitled to make changes and deviations from contractual conditions that lead to a significant/substantial change. In this case, ICO is obliged to offer the traveller a corresponding amendment to the contract before the start of the trip or, alternatively, to go on a replacement trip. The registrants can then withdraw from the booked trip without any payment of compensation or accept the offer to amend the contract.

6.3 Insofar as the changed services themselves are affected by defects, any warranty claims made by the registrant remain unaffected.

6.4 If the registrants and/or the travellers commence the trip after the tour operator has informed them of a necessary change in the overall format of the trip, terminating the travel contract based on the change after the start of the trip is not permissible.

## 7. PRICE CHANGES

7.1 According to § 651 g of the German Civil Code (BGB) and the Swiss Civil Code (PRG), the organiser may demand an effective price increase of up to 8%, which the registrants must accept. If the price increase is more than 8%, the tour operator can offer the price increase and require that the registrants either accept it within a certain period of time or withdraw from the contract. The same applies to price reductions. The regulations according to para. 5.4 apply; the prices for additional packages for arrival and departure or special arrangements are binding with their confirmation. They are part of the package travel contract. This does not apply if the services are additionally brokered by third parties.

## 8. PERSONAL REQUIREMENTS/TERMINATION OF CONTRACT BY THE TOUR OPERATOR

8.1 The registrants must assure that all travellers are fit for travel. ICO has the right to require travellers to provide a medical certificate showing their fitness to travel.

8.2 Depending on the service provider (shipping company), there are age restrictions:

**Princess Cruises:** Persons under the age of 21 may only be accompanied by an adult\* (min. 21 years) on a cruise. When booking multiple cabins, at least one person\* in each cabin must be 16 years of age or older.

**Carnival Cruise Line:** Persons under the age of 21 may only take a cruise with a person aged 25 or over\*.

**P&O Cruises and Cunard:** Persons under the age of 18 may only be accompanied by an adult\* (min. 21 years) on a cruise.

**The following applies to all trips:** The shipping company cannot guarantee the necessary medical care for children under 6 months or one year, according to the travel area. These are, therefore, excluded from the trip. For persons with disabilities and pregnant women, please refer to section 3.5 of these travel conditions.

8.3 ICO may terminate the travel contract in the event of criminal acts by travellers, in particular, in the event of non-compliance with country-specific laws and prohibitions relating to weapons, drug possession and violence.

8.4 8.4 If the mental or physical condition of a traveller\* does not allow a journey or onward journey at the discretion of ICO medical advisors\* (which is compulsory), because this person\* is unable to travel or poses a risk to himself or third parties, continuing transport may be refused or this person's\* holiday trip may be interrupted. In such cases, ICO shall not be liable for any additional costs incurred. The same applies in cases where this person\* does not bring a necessary accompanying person\* with them in accordance with para. 3.5.

8.5 The captain\* is responsible for the ship and crew on cruises. He/she has the sole decision-making authority with regard to the seafaring management of the ship, the guarantee of safety and compliance with the shipboard regulations and in this capacity is entitled to disembark a passenger\* without compensation. This authority also applies if, in the opinion of the captain\*, one of the situations mentioned in paragraphs 3.5 and 8.2 applies.

8.6 ICO may terminate the travel package contract without notice if the registrants have booked and provided incorrect information about the person concerned, their address and/or identity document.

8.7 If the registrants and/or the travellers breach their contractual obligation to provide ICO with the necessary passport data for forwarding to the relevant immigration authorities before departure, ICO shall not be liable for the timely issue and receipt of necessary visas or other travel documents if the registrants have commissioned ICO with procurement unless there is a breach of duty by ICO. In these cases, ICO is entitled to refuse the transport or onward transport of passengers without a duty to provide compensation and to charge cancellation fees in accordance with para. 9.2.

8.8 If a travel package contract is terminated for the above reasons and further transport is refused, ICO retains the right to receive the travel price. However, ICO can be credited with the value of the saved expenses, as well as those benefits that it obtains from another use of the unused services. ICO is not responsible for any additional costs incurred by travellers. In particular, passengers must bear any additional costs incurred for a return transport to their home location. Registrants should check whether supplementary health insurance is required. It is recommended to take out insurance to cover the costs of assistance, including repatriation in the event of an accident, sickness or death.

## **9. TERMINATION OF THE CONTRACT BY THE TRAVELLER BEFORE THE START OF THE TRIP (CANCELLATION) AND CANCELLATION FEES**

9.1 Registrants can withdraw from the trip at any time before the start and also declare the withdrawal of other travellers registered by them. Then, this withdrawal only applies to the services of the package travel contract, including the additional package, in connection with additionally or separately booked services insofar as they have become part of the package travel contract or are in connection with it, i.e., for example also for arranged arrival or departure packages. If the withdrawal only refers to the travel package contract, i.e., not to mediated travel services, the registrants must determine and explain this. Your withdrawal should in principle be made in writing for reasons of proof. The registrants are obliged to return travel documents that have already been handed over. Not going on the trip is generally considered as a withdrawal. The valid date of withdrawal depends on ICO receiving the withdrawal declaration, if the trip was booked directly with ICO. If the trip was booked and other services brokered via a travel agency, submitting a declaration of withdrawal to this agency is sufficient, otherwise the withdrawal must be made separately. The withdrawal must be made during ICO's regular business hours (Mon – Fri, 9:00 am – 6:00 pm).

9.2 ICO is entitled to demand appropriate compensation taking into account saved expenses and a possible advantage from further use of the travel service. Instead of a demonstrable expense, ICO is entitled to claim a flat-rate compensation fee (if no substitute travel participant\* is provided) and this fee will be calculated as follows for each travel participant\* who has withdrawn on the basis of the respective travel price.

**For withdrawal:** Our service providers charge various compensation rates for withdrawal. This passes through ICO transparently (see table). The cruise price is defined including port fees and tax.

<b>Cunard Line</b>	Up to 66 days before departure	At least € p.p.	65-38 days before departure	37-25 days before departure	24-9 days before departure	from 8 days before departure	In case of no-show			
	20%	100.-	35%	60%	85%	90%	95%			
<b>Save &amp; Sale</b>	25%	100.-	35%	60%	85%	90%	95%			
<b>P&amp;O Cruises</b>	Up to 91 days before departure	At least € p.p.	90-57 days before departure	56-42 days before departure	41-16 days before departure	15-6 days before departure	from 5 days and in case of no-show			
	20%	100.-	50%	60%	75%	90%	95%			
<b>Princess Cruises</b>	Up to 60 days before departure	At least € p.p.	59-45 days before departure	At least € p.p.	44-15 days before departure	14-8 days before departure	from 7 days before departure	In case of no-show		
	20%	100.-	30%	100.-	60%	80%	90%	95%		
<b>Princess Deal</b>	Up to 45 days before departure	At least € p.p.								
	30%	100.-			60%	80%	90%	95%		
<b>Carnival Cruise Line</b>	Up to 6 days before departure	At least € p.p.	75-56 days before departure	At least € p.p.	55-30 days before departure	29-15 days before departure	14-1 days before departure	In case of no-show		
				DBL   SGL						
	2- and 3-night cruises	20%	100.-	20%	150.-   300.-	60%*	80%*	90	95%	
	4- and 5-night cruises	20%	100.-	20%	200.-   400.-	60%*	80%*	90	95%	
	6-9-night cruises	Up to 91 days before departure	20%	100.-	90-56 days before departure	20%	300.-   600.-	60%*	80%*	90
From 10-night cruises, as well as Alaska, Australia and Europe	20%	100.-	20%	450.-   900.-	60%*	80%*	90	95%		
<b>Early Saver</b>			Up to 56 days before departure	At least € p.p.	55-30 days before departure	29-15 days before departure	14-1 days before departure	In case of no-show		
				DBL   SGL						
	2- and 3-night cruises		20%	150.-   300.-	60%*	80%*	90	95%		
	4- and 5-night cruises		20%	200.-   400.-	60%*	80%*	90	95%		
	6-9-night cruises		20%	300.-   600.-	60%*	80%*	90	95%		
From 10-night cruises, as well as Alaska, Australia and Europe		20%	500.-   900.-	60%*	80%*	90	95%			

\*Cancellation scale or fixed cancellation amount for the second period, whichever is greater.

When booking the prices offered, different cancellation rates may apply depending on the offer. ICO shall inform the registrant of the different conditions and shall provide the registrant with the special travel conditions applicable to the offer prices before concluding the travel package contract.

The contractual penalties expressed as a % are calculated according to the cruise price

Travel insurance taken out through ICO is always payable in full.

For bookings with arrival and departure packages, the airline cancellation policy applies to flights.

These can be up to 100%. ICO will endeavour to keep the cancellation costs for the flights as low as possible and to refund at least taxes and fees for the booking to the registrant. The following applies to other components of the arrival and departure packages:

Up to 50 days before departure, 50%  
49. – 30. Days before departure 60%  
from 29<sup>th</sup> day before departure 80%  
If the journey is not attended (No Show) 95%

People who book have the right to prove to ICO that no loss has occurred or that it has not occurred at the amount claimed. Deviating from the compensation amount, ICO is entitled, to demand a specifically-calculated compensation, provided that this is quantified and documented.

9.3 When booking prices offered, depending on the offer in para. 9.2., different lump sums for compensation apply. ICO shall inform the registrant of the different conditions and shall provide the registrant with the special travel conditions applicable to the offer prices before concluding the travel package contract.

9.4 It is strongly recommended to take out travel cancellation insurance.

9.5 If one\* or more passengers from a multi-bed cabin (2 or more persons) no longer wish to take part in a trip (cancellation), a cancellation of the entire cabin must be made, followed by a new booking for the remaining passengers. ICO will allow the services that applied to the original trip as well as any expenses saved to be credited.

## **10. UNAVOIDABLE EXCEPTIONAL CIRCUMSTANCES**

10.1 If ICO is prevented from carrying out the trip before its start due to unforeseeable, unusual circumstances that cannot be foreseen at the time of concluding the contract, the registrants and ICO may withdraw from the contract. ICO must declare its withdrawal immediately after becoming aware of the reason for withdrawal. The parties who withdraw from the contract shall bear the burden of proof for assuming unavoidable exceptional circumstances.

10.2 In the case of exceptional unavoidable circumstances at the place of destination or in its immediate vicinity, ICO shall lose its entitlement to the travel price. ICO must reimburse the travel price already paid at the time of withdrawal in accordance with the statutory periods after withdrawal.

10.3 Should a case of exceptional unavoidable circumstances arise, ICO must inform the participants of all danger that appears to exist. In this respect, ICO must enquire and provide information so that the registrants can check the possibility of termination for themselves.

## **11. WARRANTY (REMEDY, REDUCTION AND TERMINATION) AND LIMITATION PERIOD**

11.1 If the journey is not carried out or is not carried out in accordance with the contract, participants may request remedial action. ICO may refuse to remedy the situation if it is impossible or involves a disproportionate effort.

11.2 If the journey is significantly impaired as a result of a defect, and ICO does not provide any remedy within a reasonable period to be set by the registrants, these may terminate the travel contract within the framework of the statutory provisions. The request for remedy must be addressed to the cruise ship's reception. If as transfer and/or flight and/or hotel services have been booked in addition to the cruise service, ICO is the tour operator for these services and not just an agent (cf. Section 4.3) the request for a remedy in the event of a significant impairment to the trip as a result of a defect in this service is to be addressed either to the service provider on-site or to ICO. For reasons of preservation of evidence, a written notice of termination is recommended. ICO is entitled to provide equal or higher-value reasonable compensation.

11.3 The claims for travel services not provided in accordance with the contract (§§ 651 i to 651 n BGB) must be made immediately on site and they are statute-barred in two years from the end of the trip; claims arising from tortious acts become statute-barred in three years. The start of the limitation period is determined by the statutory regulations. Travel management, travel agents (travel agencies) and individual service providers are not entitled to invoke claims of travellers against ICO for whatever legal reason.

## **12. TRANSFER OF CONTRACT/BILLING FOR ADDITIONAL EXPENSES/UNUSED SERVICES**

12.1 If a substitute\* is named, ICO may calculate the actual, proven and reasonable additional administrative costs they have incurred, including the additional costs incurred by the respective service providers (flight, hotel, etc.) in individual cases. ICO is entitled to charge a processing fee of €50 p.p. for name changes. The declaration of a substitute\* by those who are registering must be made on a durable data carrier and can be made no later than fourteen days before the start of the trip. If this type of change is necessary after this time, the trip must be cancelled. The contractual penalties according to section 9.2.c are valid and ICO is entitled to object to the entry of the third party\*, provided that the third party\* does not meet the contractual travel requirements. If a third party\* enters into the travel package contract, he\* and the registrants are liable to ICO as joint and several debtors\* for the travel price and the additional costs incurred as a result of their participation in the contract.

12.2 After concluding the travel contract, the registrants are not entitled to any changes concerning the travel date, the ship, the start of the journey (flight), the accommodation or the mode of transport (e.g., change of the cabin category, change of departure, etc.). In general, rebooking another trip is treated as a cancellation and a new booking. If the registrant wishes to rebook another trip, he/she should ask ICO to clarify whether the request can be met. Changes may be possible if no special offer (e.g., early bird, last minute) has been booked and if the change is made to a trip that has been booked within twelve months (six Months for „world tours“ and their segments) from the original start of the trip. Amended bookings can only be made up to 66 days before departure and are only allowed once. For re-bookings, a processing fee of €50, plus any additional costs charged by the airline and/or the hotels shall apply. Changes after the 66th day before departure, as well as changes for the purpose of a price reduction are only possible after a prior withdrawal from the travel package contract. Cancellation fees will then apply (see para. 9.2).

12.3 If registrants do not make use of individual travel services that have been duly offered for their own reasons (e.g., due to an early return or for other mandatory reasons), they are not entitled to a pro rata refund of the travel price. ICO will endeavour to obtain a reimbursement of the saved expenses from the service provider. This duty will not apply for minor services or if a refund is contrary to legal or official regulations.

### **13. DUE DILIGENCE REGULATIONS, PASSPORT, VISA AND HEALTH REGULATIONS**

13.1 ICO will inform the registrants before concluding the contract of passport, visa and sanitary regulations for the destination country, including the approximate deadlines for obtaining visas and any changes to this prior to departure. If the tour operator or the travel agent fulfils their duty to provide information, registrants must create the conditions for the trip. With this information, ICO assumes that the travellers are EU citizens, Swiss citizens or in possession of a permanent general EU residence permit.

13.2 If, for example, difficulties arise as a result of lack of personal requirements for the journey, which are attributable to the behaviour of the registrants, they cannot withdraw free of charge or make use of individual travel services without consequences. In these cases, the provisions in sections 9.1 and 9.2 shall apply mutatis mutandis. The registrants and registered travellers are responsible for obtaining and carrying any necessary official travel documents, any necessary vaccinations and compliance with customs and foreign exchange regulations. Any disadvantages arising from non-compliance with these regulations, e.g., the payment of withdrawal compensation, shall be borne by them.

13.3 The EU regulation on informing passengers about the identity of the operating airline (EU 2111/05) obliges us to inform you about the identity of the operating airline(s) of all flight transport services to be provided concerning the booked journey at the time of booking. If, at the time of booking, an operating airline has not yet been determined, ICO shall inform the passenger of the airline or airlines likely to operate the flight. As soon as ICO becomes aware of the airline actually operating the flight, they will inform passengers. If the airline named to the traveller as the operating airline changes, ICO must inform the traveller of the change. The list of airlines with which carriage is not permitted under EU law can be found on the website [https://ec.europa.eu/transport/modes/air/safety/air-ban\\_de](https://ec.europa.eu/transport/modes/air/safety/air-ban_de)

### **14. LIABILITY**

14.1 ICO is liable within the scope of the duty of care of a proper travel agent for conscientious travel preparation, careful selection and monitoring of service providers, correct descriptions of all travel services specified in the respective tender and the proper provision of the contractually agreed travel services, taking into account the applicable regulations of the respective destination country and place.

14.2 ICO's liability for claims for damages that are not bodily injury and were not culpably caused are limited to a total of three times the travel price in accordance with § 651p BGB. This limitation of liability applies per person\* and per trip.

14.3 14.3 a) If ICO takes the position of a contractual air carrier, the liability of the organiser shall be governed by the relevant provisions of the Air Transport Act, the Warsaw Convention in the current and applicable version of The Hague or the Montreal Convention. b) If ICO takes the position of a contractual shipowner, the applicable special international agreements or regulations based on such shall also apply under national law. c) ICO shall not be liable for damage or loss to travel gear caused by theft or other loss outside the ship. This does not apply if impairments are due to intentional or grossly negligent conduct by ICO. ICO is liable for damage to or loss of cabin baggage in accordance with the statutory provisions.

14.4 ICO's liability is excluded or limited insofar as it is permissible, under international agreements or statutory provisions which are based on such agreements, for service providers to be limited in liability for the services to be provided by them or for their liability to be excluded.

14.5 ICO is not liable for service disruptions, personal injury and property damage in connection with services that are merely mediated by ICO as external services (e.g., excursions, transport services to and from the advertised departure and destination location, etc.) if these services are expressly marked as external services in the booking confirmation, stating the mediating contractual partner. ICO is not liable for payments made directly to other service providers.

14.6 ICO shall not be liable for costs incurred by the registrant and/or traveller as a result of their late arrival at the ship, unless ICO has contractually provided transport to the ship. This applies to ports of departure as well as to ports of call on the way, provided that shore excursions are undertaken by the registrant and/or traveller under his/her responsibility. The captain\* is not obliged to wait for any delayed travellers.

14.7 ICO is not liable for errors during the booking process that were caused by the registrants or by unavoidable, extraordinary circumstances. ICO is not liable for information in travel alerts from third parties, e.g., travel agencies, where ICO has no influence on their creation and could not verify that these are correct. Travel agents or other service providers are not authorised to give assurances to ICO or to make agreements that do not correspond to the information in travel alerts, go beyond the reservation confirmation, contradict it or modify the confirmed content of the travel package contract.

14.8 The registrants are entitled to compensation for the damage caused to them by a technical error in ICO's booking system, unless ICO is not responsible for the error.

## 15. DATA PROTECTION

15.1 The personal data provided by the registrant\* will be processed and used electronically if this is necessary for the execution of the contract. Personal data is information about an individual's identity, such as their name, address, date of birth or email address. Usage data is data that is not actively provided, but that can be collected passively, e.g., when using a website or looking at online offers.

15.2 ICO will only collect, process, store and use travellers' data in connection with the fulfilment of the travel contract and communication. This data will only be passed on to companies involved in fulfilment of the travel package contract to the extent necessary for the processing of the booking. Upon request, travellers' data being retained will be shared. The data will be deleted as soon as it is no longer required to fulfil the purpose for which it was collected.

## 16. FINAL PROVISIONS

16.1 Only information in the travel confirmation is binding. Information in publications of any kind corresponds to the status at the time of publication and is non-binding. There is no liability for errors.

16.2 Initially, individually-agreed contractual provisions apply, and these are supplemented by the General Terms and Conditions of Travel and Payment. If neither the contract nor these general terms and conditions provide for a provision, the statutory provisions, in particular, the right to the package travel contract, including Art. 250 EGBGB in Germany and the Swiss Civil Code shall apply.

16.3 The contractual relationship between the registrants and ICO DE and the rights and obligations arising therefrom shall be governed by German law and for ICO CH, by Swiss law. However, if the registrant is a \*consumer\*, he/she\* may rely on the provisions of the country of his/her\* habitual residence which grant him/her\* protection and where no contract can deviate from these, provided that ICO's business activity is expressly directed in that country.

16.4 The place of jurisdiction for all legal disputes is – as far as permissible – Munich for ICO DE and Zurich for ICO CH.

16.5 In the event of the invalidity of a provision of the General Terms and Conditions, the remaining provisions shall remain effective. In this case, an invalid provision is to be replaced by the legally permissible provision which, taking into account the economic purpose, most closely corresponds to the intended provision.

16.6 The General Terms and Conditions, as amended from time to time, shall form an integral part of the Travel Package Agreement.

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