

Privacy Notice

Last Updated: April 20, 2024

This website is owned by 41 Travel LLC, dba. Luxury Cruise Insider (“we,” “our,” or “us”). We recognize that your privacy is important. Your choice to share information with us is an important part of how we provide products and services to you. We’ve developed this Privacy Notice to explain how your personal information is collected, used, stored, processed, transferred and disclosed by us, both online and in the real world.

Our Services. This Privacy Notice applies to our websites and applications and any other website, mobile application, or other online service that links to this Privacy Notice (collectively, the “Sites”) and describes how we collect, use and process your personal information in connection with the Sites, marketing and promotional activities and your interactions with us (collectively with the Sites, the “Services”).

Please note that this Privacy Notice does not apply to our processing of information about employees, contractors or our vendor contacts. By providing us with your personal information or otherwise using the Services, you acknowledge that you read, understand and agree to the terms of this Privacy Notice and our [Website Terms of Use](#).

PLEASE READ THE FOLLOWING PRIVACY NOTICE (OTHERWISE NOTED AS THIS “AGREEMENT”) CAREFULLY BEFORE USING THE SITES. BY USING THIS WEBSITE, YOU SIGNIFY YOUR ASSENT TO THIS AGREEMENT. IF YOU DO NOT ASSENT TO THIS AGREEMENT, PLEASE DO NOT USE THE SITES.

How We Collect and Use Your Information

We collect personal information in various ways, for example, when you visit the Sites and use the Services, book travel, purchase products, create an account, communicate with us and/or otherwise engage with us. All of the information collected through the Services may be combined to provide a seamless, personalized experience, regardless of how you interact with us.

The categories of personal information we collect can include:

Personal identifiers such as your name, email address, mailing address, phone number, date of birth or similar identifiers.

Customer records such as your identification documents, payment information (credit or debit card or other financial information).

Commercial information such as your travel history, account data, participation in a loyalty or rewards program, or information about the products or services purchased or considered.

Health or medical information such as health monitoring information, accessibility information, medications, allergies or other medical accommodation needs.

Sensory information such as photos and videos of you and audio recordings of phone calls between you and us, where permitted by law.

Preferences you provide to us or generated through your use of our Services, including inferences we may make based on our experience with you.

Internet, network and device information from the browser or device you use to access the Services, which could include your IP address, device ID, cookie identifiers, browser type, internet service provider, referring/exit pages, operating system, date/time stamp and or clickstream data.

Geolocation data including precise geolocation data from your browser or device or inferred based on your IP address.

Professional information if you submit a job application or in connection with your role as a travel partner or agent.

Background check information that we may receive from third-party sources, such as criminal and sex offender registry information.

A. When You Provide Personal Information to Us.

- **REGISTRATION & PROFILE.** If you register for an account through the Services or complete your profile, we collect your personal identifiers, customer records, commercial information and, if you provide it, information about health or medical conditions. We use this information to create and administer your account, provide you with the relevant services and information, communicate with you regarding your account and your use of the Services, provide rewards and loyalty program perks, for customer support purposes, and to send you marketing communications by email, push notification, chat, or by text message, in accordance with your preferences.
- **TRAVEL BOOKINGS & ORDERS.** If you book travel with us or order products or Services, we collect a variety of information, including your personal identifiers, customer records, commercial information and, if you provide it, information about health or medical conditions, as well as any other information you choose to provide to us. We use this information to process your transaction, complete and ship your purchase, book and confirm your travel itinerary, communicate with you and those traveling with you about your itinerary and to administer the Services.
- **INQUIRIES & COMMUNICATIONS.** If you communicate with us through any telephonic, digital, paper or electronic form to request information, or to otherwise inquire or communicate with us, we collect your personal identifiers, commercial information, and any other personal information you choose to provide in the content of your message. We use this information to investigate and respond to your inquiries, to facilitate communication with us, to provide you with requested information, to enhance the services we offer to our customers, and to manage

and grow our business. If you represent a company or agency interested in partnering with us, we will also collect your professional and employment information in order to respond to your inquiries, communicate with you, to manage and grow our organization and to facilitate a business relationship.

You may provide personal information for yourself and those traveling with you. By providing us with the travel or contact information of any third party, you confirm that you have the authority to do so on their behalf and have provided them with the information set out in this Privacy Notice. The personal information of each person whose personal information is linked to the same travel itinerary may be accessible by all others included in that same itinerary.

B. When You Use Online Services.

When you visit the Sites or use the Services, open our emails, chat online with us, and/or communicate via phone, email, or SMS or otherwise engage with us through a computer or mobile device, we and our third-party partners automatically collect information about how you access and use the Services and information about the device you use to access the Services.

We typically collect this information through a variety of tracking technologies, including cookies, Flash objects, web beacons, embedded scripts, APIs and mobile software development kits (SDKs), location-identifying technologies, and similar technology (collectively, “tracking technologies”), and we may use third party services to collect this information. Information we collect automatically about you may be combined with other personal information we collect directly or receive from other sources.

Specifically, we and our third-party partners may use tracking technologies to automatically collect commercial information, preferences, and internet, network and device information, including:

- Information about how you access the Services, such as the site from which you came and the site to which you are going when you leave the Sites, how frequently you access the Services, when and whether you open emails or click the links contained in emails, whether you access the Services from multiple devices, and other actions you take on the Services.
- Information about how you use the Services, such as the pages you visit, the links you click, the ads you view and click on, purchase information and your checkout process, your location when you access or interact with the Services, and other similar actions.
- Information about the computer, tablet, smartphone or other devices you use, such as your IP address, browser type, Internet service provider, platform type, device type/model/manufacture, operating system, date and time stamp, a unique ID that allows us to uniquely identify your browser, mobile device or your account (including, e.g., a persistent device identifier or an Ad ID), and other such information.
- We may collect analytics data, or use third party analytics tools, to help us measure traffic and usage trends for the Services and to understand more about

the demographics and behaviors of our users. We may also use analytics tools to record your mouse movements, scrolling, clicks and keystroke activity on the Sites to understand how our users engage with the Sites and to monitor and improve our online offerings.

This information allows us to improve your customer experience. For example, we may use this information to enhance and personalize your user experience, to monitor and improve the Sites and Services, and for other internal purposes. We may also use this information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the Sites; (b) provide custom, personalized content, and information; (c) identify and contact you across multiple devices; (d) provide, train and monitor the effectiveness of the Services; (e) perform analytics and detect usage patterns on the Services; (f) diagnose or fix technology problems; (g) detect or prevent fraud or other harmful activities, and (h) otherwise to plan for and enhance the Services.

If you would prefer not to accept cookies, most browsers will allow you to: (i) change your browser settings to notify you when you receive a cookie, which lets you choose whether or not to accept it; (ii) disable existing cookies; or (iii) set your browser to automatically reject cookies. Please note, however, that disabling our cookies may mean that you will not be able to take full advantage of the Services.

Deleting cookies or controlling cookies through browser settings does not delete non-cookie tracking technologies such as Flash objects and HTML5 Local Storage Objects (LSOs). To learn how you can manage Flash cookie settings and preferences, please visit the Flash settings page on [Adobe's website](#). If you choose to delete Flash objects from the Services, then you may not be able to access and use all or part of the Services or benefit from the information and services offered.

We and our third-party partners may collect information through tracking technologies for personalized advertising purposes.

C. Information From Third-Party Sources.

We may receive personal information about you from other users or our business partners and service providers and combine this information with other information we have.

- **AFFILIATES.** We may receive information about you collected by other companies, businesses, brands and affiliated entities in our family of companies, so that information you provide to one brand may be used by us to better provide you Services and communicate with you.
- **SERVICE PROVIDERS & PARTNERS.** From time to time, we may receive personal information about you from our service providers and other partners, including from our marketing partners or from third parties conducting identity or address verification, payment processing, credit checks, processing lines of credit, or from other partners providing activities or co-branded services. We use this information to validate your identity, age and address, to comply with our legal obligations, to monitor activity to identify and provide you with promotions and offers, and to prevent fraud, protect our rights and the rights of others, to

inform our marketing and advertising activities, calculate loyalty points and administer our loyalty program, and to help provide the Services.

- **OTHER TRAVELERS.** We may obtain information about you from other travelers who are traveling with you or who have traveled with you, as well as your emergency contacts. We use this information to book your travel itinerary, communicate with you and those traveling with you about the Services, to support public health initiatives, to administer the Services, and for the purpose for which it was provided to us.
- **TRAVEL AGENTS.** If you purchase travel through a travel advisor, the advisor may send us your personal identifiers, commercial information and information about health or medical conditions. We will use this information to complete the transaction, book your travel itinerary, communicate with you and those traveling with you about the Services, analyze trends, improve our business, and facilitate your vacation experience. They may retain a copy of this data and are required to have appropriate administrative, technical and other safeguards. The travel advisor is solely responsible for the processing of personal data they retain. Please review the privacy notice of each applicable travel advisor for more information about their processing practices.
- **PUBLICLY AVAILABLE INFORMATION.** We may also collect information about you that is publicly available. For example, we may collect information you publicly post or tag us in on social media sites, such as Facebook or Google, elsewhere online, and information contained in public records databases. We will use this information to conduct market research, verify your identity, prevent fraud, and improve the Services.

In addition to the uses described above, we may collect and use personal information for the following purposes:

- To create, maintain, improve, and operate our Services.
- To personalize your user experience.
- To communicate with you to provide technical or administrative support.
- To conduct, manage, and grow our organization.
- To analyze, research, investigate and improve the use of our Services and interactions with our customers.
- To prevent, investigate, and defend against fraud, unlawful or criminal activity, unauthorized access to or use of personal information and our data system services, and to comply with legal requirements, obligations and other governmental demands.
- To investigate and resolve disputes and security issues and to enforce our [Website Terms of Use](#), any applicable program or promotional terms and conditions, and any other contracts you have entered into with us.
- For any other lawful, legitimate business purpose.

How We Share Your Information

We may share your personal information in the following ways:

- **AFFILIATES.** We may share personal information with our other companies, businesses, brands and affiliated entities, who may use your personal information in the manner described in this Privacy Notice.
- **SERVICE PROVIDERS.** We share information with third party vendors and service providers that perform services for or on our behalf, which may include identifying and serving targeted advertisements, providing mailing or email services, tax and accounting services, product fulfillment, payments processing, photo sharing, data processing and enhancement services, medical and health purposes, fraud prevention, web hosting, analytic services, customer service, sales and technical support, or other online functionality, subject to appropriate contractual terms protecting the confidentiality and use of such data.
- **PROMOTIONAL PARTNERS.** We may share limited personal information with third parties with whom we partner to provide promotions, excursions, activities, contests, and sweepstakes, or other promotional activities. The partner will usually be identified by name in our promotion, contest, or sweepstakes communication.
- **WITH TRAVEL PARTNERS.** Some products, services and other activities are provided by other companies, or you may book a travel through multiple operators, such as a travel advisor or airline. We may share personal identifiers and similar information to facilitate your travel activities, provide your requested services, and provide a seamless service to our customers.
- **AT YOUR REQUEST.** With your consent or at your direction, we may share your information with your friends and family through the Services or on various social media networks, or with third parties to whom you direct us to share information. If you post a product review on our website or a comment on our social media sites, the information you provide may be displayed publicly online for others to view.
- **SELECT MARKETING AND STRATEGIC BUSINESS PARTNERS:** We may share limited data with our marketing and strategic business partners, who may use this information for their own business and commercial purposes in accordance with their own privacy policies. For example, these partners may send you emails to provide you with information and marketing messages about products or services that may interest you. You may be given the option to opt-in or opt-out of such sharing, consistent with the laws of the applicable jurisdiction.
- **CORPORATE TRANSACTIONS:** Personal information may be disclosed to third parties in connection with a corporate transaction, such as a merger, sale of any or all of our assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by an affiliate or third party, or in the event of a bankruptcy or related or similar proceedings.
- **LAW ENFORCEMENT, GOVERNMENT AUTHORITIES, REGULATORS AND FOR SAFETY OR LEGAL REASONS:** We may share personal information with third-parties as required by law or subpoena or if we reasonably believe that such

action is necessary (a) to comply with our legal obligations under the laws in the jurisdictions in which we operate; (b) to comply with the lawful or reasonable requests of law enforcement, government authorities, courts or to respond to legal process; (c) to enforce our [Website Terms of Use](#) or any applicable promotional or program terms and conditions, or to protect the security or integrity of the Services; and/or (d) to exercise or protect the rights, property, or personal safety or health of us, our customers, online visitors, or any other third-party.

We may also share information with others in an aggregated or otherwise anonymized form that does not reasonably identify you.

All the above categories exclude text messaging originator opt-in data and consent, which will not be shared with any third parties, except as follows: (1) sharing with vendors, consultants, and other service providers who need access to such information to carry out work on our behalf, and who will not use such information for their own purposes; (2) if we believe disclosure is required by any applicable law, rule, or regulation, or is necessary to comply with law enforcement or other legal process; (3) if you consent to our sharing of such information; or (4) sharing that is otherwise allowed by law and is in accordance with carrier terms and conditions.

Choices About Your Information

GEOLOCATION & DEVICE CONTENT. You may control location tracking by adjusting your location services options on the "Settings" app on your mobile device. We may continue to approximate your location based on your IP address when you access our Services through a computer or device. If you would like to update your device content access permissions, such as permissions to access your camera or address book, you can do so in the "Settings" app on your mobile device.

PROMOTIONAL MESSAGES. You can stop receiving promotional email communications from us by following the "unsubscribe" instructions provided in such communications. We make every effort to promptly process all unsubscribe requests. You may still receive Service-related communications, including account verification, transactional communications, changes/updates to features of the Services, and technical and security notices.

ACCESSING, CORRECTING OR DELETING YOUR INFORMATION. In accordance with the applicable jurisdictional laws, you may have the right to request to access, correct, or delete your personal information, or remove your name or comments from our Sites or publicly displayed content. We may not be able to modify or delete your information in all circumstances.

To access, modify or delete your personal information for this program, please submit a request by:

- Emailing privacy@luxurycruiseinsider.com with sufficient information to identify you and your request,
- Filling out our [Consumer Privacy Rights Request form](#), or

- Calling 1-954-899-0204

We will need to verify your identity before processing your request, which may require us to request additional personal information from you.

In certain circumstances, we may decline a request to exercise the requests described above, particularly where we are unable to verify your identity. If we are unable to comply with all or a portion of your request, we will explain the reasons for declining to comply with the request.

REQUESTS FOR MINOR CHILDREN. If you wish to submit a request to access, modify or delete information on behalf of your minor child in accordance with applicable jurisdictional laws, you must provide sufficient information to allow us to reasonably verify your child is the person about whom we collected personal information and you are authorized to submit the request on your child's behalf (i.e., that you are the child's legal guardian or authorized representative).

LIMITING SHARING PERSONAL INFORMATION WITH UNAFFILIATED OR NON-AGENT THIRD PARTIES FOR PROMOTIONAL PURPOSES. If you do not want us to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by filling out our [Consumer Privacy Rights Request form](#). You can also always opt-out by sending us an email with your request to privacy@luxurycruiseinsider.com.

ABOUT OUR ADS. We participate in interest-based advertising and use third party advertising companies to serve you targeted advertisements based on your browsing history.

These third parties may use cookies to collect information about you when you use the Sites. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used; however, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can also opt out of receiving targeted advertisements from members of the Network Advertising Initiative ("NAI") on the [NAI's website](#).

California Do Not Track Disclosures

How do we respond to Web browser “do not track” signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personally identifiable information about an individual consumer’s online activities over time and across third-party websites or online services?

We currently do not respond to DNT signals in browsers because we do not track individual users across the web.

May other parties collect personally identifiable information about an individual consumer's online activities over time and across different websites when they visit the Sites?

No.

Region-Specific Disclosures

A. U.S. STATE PRIVACY RIGHTS

This section applies to you if you are a resident of certain states, including the state of California, Colorado, Connecticut, Utah, or Virginia, and provides additional information about our personal information processing practices relating to individual residents of these states.

Collection and Use of Personal Information. In the last 12 months, we have collected all of the categories of personal information described in our Privacy Notice.

Sensitive information. Some of the categories of personal information described in our Privacy Notice may be classified as "sensitive" under certain U.S. state privacy laws ("sensitive information"), including, driver's license number, and passport number; payment card number plus expiration date and security code (CVV), and financial account number and routing number; information concerning your health; biometric information for the purposes of uniquely identifying guests; your username and password; personal information collected from a minor; and precise geolocation data. We use this sensitive information for the purposes set forth in the How We Collect and Use Your Information section of this Privacy Notice to the extent necessary for the operation of the Services, to enter into and perform a contract with you, to comply with legal and regulatory requirements, to protect the life or physical safety of anyone or as otherwise permissible for our own internal purposes consistent with law.

Deidentified information. We may at times receive, or process personal information to create, deidentified data that can no longer reasonably be used to infer information about, or otherwise be linked to, a particular individual or household. Where we maintain deidentified data, we will maintain and use the data in deidentified form and not attempt to reidentify the data except as required or permitted by law.

Disclosure of personal information. We share personal information with third parties for business purposes or we may sell your personal information to third parties, subject to your right to opt out of those sales. The categories of third parties to whom we sell or disclose your personal information for a business purpose include: (i) other brands and affiliates in our family of companies; (ii) our service providers; (iii) marketing and strategic business partners; (iv) promotional partners; (v) ad networks and advertising partners; (vi) social media networks; (vii) government authorities; and (viii) other third-parties in connection with a corporate transaction, bankruptcy or similar proceedings.

Unless you have exercised your Right to Opt Out of personal information sales, we may sell personal information to third parties for monetary or other valuable consideration. The third parties to whom we sell personal information may use such information for

their own purposes in accordance with their own privacy statements, which may include reselling this information to additional third parties.

In the previous 12 months, we have disclosed all of the categories of personal information we collect to third parties for a business purpose.

In the previous 12 months, we have sold the following categories of personal information to third parties: (i) Personal Identifiers; (ii) Commercial Information; (iii) Preferences; (iv) Internet, network and device information.

We do not sell sensitive information, and we do not process or otherwise share sensitive information for the purpose of targeted advertising. However, depending on your state of residency and subject to certain legal limitations and exceptions, you may be able to limit, or withdraw your consent for, our processing of sensitive information (as described in the Your Rights and Choices section below), except for where the processing of your sensitive information is necessary to provide you the Services or otherwise required by law.

Your Rights and Choices. Depending on your state of residence, and subject to certain legal limitations and exceptions, you may be able to exercise the following rights:

- The Right to Know whether we are processing any personal information about you and, under California law only, to obtain certain personalized details about the personal information we have collected about you, including: the categories or specific pieces of personal information we have collected about you; the categories of sources of the personal information; the categories of personal information that we have sold or disclosed to third parties for a business purpose, and the categories of recipients to whom personal information was shared, sold or disclosed; and the business or commercial purposes for collecting or selling the personal information.
- The Right to Access to the personal information we have collected about you and, where required by law, the right to obtain a copy of the personal information in a portable and, to the extent technically feasible, readily usable format that allows you to transmit the data to another entity without hindrance.
- The Right to Correct inaccuracies in your personal information, taking into account the nature of the personal information and the purposes of the processing of the personal information.
- The Right to Request Deletion of personal information we have collected from you, subject to certain exceptions.
- The Right to Limit Use and Disclosure of Sensitive Information and exercise control over our collection and processing of certain sensitive information.
- The Right to Opt Out of Personal Information Sales to third parties now or in the future.
- The Right to Opt Out of Sharing Personal Information for targeted advertising based on your activity across businesses, distinctly branded websites, applications, or services.

You also have the right to be free of regulatory or discriminatory treatment for exercising these rights. However, please note that if the exercise of these rights limits our ability to process personal information (such as in the case of a deletion request), we may no longer be able to provide you our products and services or engage with you in the same manner.

How to Exercise your Rights. You may submit a request to exercise your privacy rights through one of the mechanisms described below. We will need to verify your identity and confirm your state of residence before processing your request, which may require us to request additional personal information from you. These rights may not be available to all U.S. residents. We will process your request in accordance with applicable state law. In certain circumstances, we may decline or limit your request, particularly where we are unable to verify your identity or locate your information in our systems, or as permitted by law.

Please note that we can only process privacy rights requests for personal information processed by us. If you have interacted with another brand in our family of companies or any other third party, you will have to contact that brand or third party to exercise your requests.

To access, modify or delete your personal information, or limit the use of sensitive personal information, please submit a request by:

- Emailing privacy@luxurycruiseinsider.com with sufficient information to identify you and your request,
- Filling out our [Consumer Privacy Rights Request form](#) or
- Calling 1-833-679-3271

To submit a request to opt-out of personal information sales, please submit a request using our [Do Not Sell or Share My Personal Information form](#) to be added to our suppression list.

Minors. We do not sell or, for the purpose of targeted advertising, share the personal information of consumers we know to be less than 16 years of age. If we wish to do so in the future, we will first seek affirmative authorization from either the minor who is between 13 and 16 years of age, or the parent or guardian of a minor less than 13 years of age.

If you are under the age of 18 and you want to remove your name or comments from the Sites or publicly displayed content, please contact us directly at privacy@luxurycruiseinsider.com. We may not be able to modify or delete your information in all circumstances.

If you wish to submit a privacy request on behalf of your minor child in accordance with applicable jurisdictional laws, you must provide sufficient information to allow us to reasonably verify your child is the person about whom we collected personal information and you are authorized to submit the request on your child's behalf (i.e., that you are the child's legal guardian or authorized representative).

Authorized Agents. In certain circumstances, you may permit an authorized agent to submit requests on your behalf. The authorized agent must provide a letter signed by you confirming the agent has permission to submit a request on your behalf or must provide sufficient evidence to show that the authorized agent has been lawfully vested with power of attorney.

For security purposes, we may need to verify your identity and confirm directly with you that you have provided the authorized agent permission to submit the request, and it may take additional time to fulfil agent-submitted requests. We may deny a request in the event we are not able to verify the authorized agent's authority to act on your behalf. Please note that for privacy and security reasons, we will direct future communications to the data subject on whose behalf the request was made.

Notice of Financial Incentive. We offer various financial incentives. For example, the financial incentives we may provide include:

- Discounts, coupons, alternative currencies and special offers via email when you sign up for our email list or create an account.
- Rewards when you refer a friend who has never booked or purchased with us before.
- Loyalty programs, where you earn/redeem rewards based upon your past travel or spend with us.

When you sign up for our email list or create an account, you opt-in to participate in a financial incentive program. Participation in any financial incentive program is entirely optional and participants may withdraw from the program at any time. To opt-out of the program and forgo any ongoing incentives, you may unsubscribe from our emails (for email-based incentives), close your account (for loyalty and reward program incentives) or submit a request to delete your information. The financial incentives we offer to consumers are reasonably related to the value of the consumer's data to our business, based on our reasonable but sole determination. We estimate the value of consumers' personal information by considering the expense incurred by the business related to the collection, storage and retention of consumers' personal information in the context of the financial incentive program and the expenses related to the provision of the financial incentive. From time to time, we may provide additional terms that apply to a particular financial incentive, which will be presented to you at the time you sign up for the financial incentive.

The terms applicable to each program and other offering are provided at the time an eligible individual is offered an opportunity to participate. Interested individuals can opt-in to these financial incentives by following the instructions presented at the time the offer is made. Participating individuals may withdraw from our programs and other offerings at any time by following the instructions provided in connection with each offering or by contacting us with the information found in the Contact Us section below.

"Shine The Light" Law. California's "Shine the Light" law (Civil Code Section §1798.83) provides certain rights to California residents that have an established business relationship with us with regard to the disclosure of certain types of personal information

to third parties for their direct marketing purposes. To opt-out of having your personal information disclosed to third parties for their direct marketing purposes, please click [Do Not Sell or Share My Personal Information](#) and provide your contact information to be added to our suppression list.

B. NEVADA PRIVACY RIGHTS

Chapter 603A of the Nevada Revised Statutes permits a Nevada resident to opt out of future sales of certain covered information that a website operator has collected or will collect about the resident. If you are a Nevada resident, you may submit a request to opt out of potential future sales under Nevada law by emailing us at privacy@luxurycruiseinsider.com or completing the [Do Not Sell or Share My Personal Information Request form](#). Please include sufficient information for us to identify you in your email, or, if applicable, your account information. Please note we will take reasonable steps to verify your identity and the authenticity of the request. You may be placed on our internal Do Not Call List by requesting that we cease calling you by contacting us directly and making such request in writing privacy@luxurycruiseinsider.com. Nevada law requires that we also provide you with the following contact information regarding DNC requests:

Office of the Nevada Attorney General
Bureau of Consumer Protection
100 N. Carson Street
Carson City, NV 89703
Telephone Hotline: (702) 486-3132
E-mail: aginfo@ag.nv.gov

C. EUROPEAN PRIVACY RIGHTS

This section applies to you if you are a resident of a member state of the European Economic Area, the United Kingdom and Switzerland. The European Data Protection Regulation and corresponding law in the other European States that are not members of the European Union requires us to disclose certain information regarding the personal information we collect about you and your rights in respect of personal information that we hold.

Legal Basis for the Processing of Your Personal Information. Our processing of your personal information as described in the Section “How We Collect and Use Your Information” is based on the following legal grounds:

- **Consent:** We may need your consent in connection with our promotional activities in particular, such as sending you promotional messages, if you decide to participate in sweepstakes, to deploy certain cookies when you use online Services and where you use certain Services where we collect location information or information about your health or medical conditions.

Where we need your consent, you have the right not to provide consent, or to withdraw it at any time. The withdrawal of your consent does not affect the lawfulness of our use of your personal information before your withdrawal. If you have granted us consent to use your personal information, we will use it only for the purposes specified in the

consent declaration. Please note that to the extent our processing is based on your consent, and you deny your consent or withdraw it, we may not be able to provide the Services relating thereto. Besides that, neither the initial denial nor a withdrawal will have any negative consequences for you.

- Perform or enter into a contract or quasi contractual relationship with you: We rely on this legal basis in particular in the following cases:
 - to manage your travel bookings and orders;
 - to provide you with the Services, e.g., process your purchases of goods or services;
 - to communicate with you to provide technical or administrative support; or
 - to be able to provide our telephonic, digital and/or online services.
- Compliance with legal obligations: We may be obliged to process personal information to comply with our legal obligations, for example where we are required to retain data for tax law or commercial purposes or where we must comply with regulatory requirements regarding public health or gambling.
- Legitimate interests: We may base the processing of your personal information on our legitimate interests where (i) neither of the afore listed legal bases apply and (ii) where the processing of your personal information is necessary for our legitimate interests. Such cases may include the following in particular:
 - to conduct customer surveys in order to enhance and optimize your vacation experience;
 - to protect our rights and the rights of our guests; to prevent, investigate, and defend against fraud, unlawful or criminal activity, unauthorized access to or use of personal information and our data system services;
 - to investigate and resolve disputes and security issues;
 - to provide you with personalized Services;
 - to communicate with you and reply to your questions or comments submitted to us by any means; and
 - to pursue or defend against legal claims.

Where we process your personal information based on our legitimate interests, we will only do so where we have appropriately assessed and balanced our interests against your right to privacy.

Additional Information on How Your Personal Information Is Transferred Globally. In case your personal information is transferred to jurisdictions located outside of the European Economic Area, the United Kingdom or Switzerland, for example, to the United States or any other country where we have operations, we will ensure that appropriate safeguards exist and are taken, such as:

- the recipient of the personal information is located within a country that benefits from an “adequacy” decision of the European Commission;

- the recipient has signed a contract based on the standard contractual clauses approved by the European Commission, obliging them to protect your personal information; or
- in the absence of the above appropriate safeguards, we will ask you for your explicit consent for the cross-border transfer of your personal information or take any other measures that are recognized as providing a sufficient level of protection for your personal information.

Please be aware that the United States' laws have not yet been acknowledged as providing for a data protection standard which is adequate to the ones within your jurisdiction.

For more information about the safeguards relating to personal information transfers you may contact our Data Protection Officer by sending an email to privacy@luxurycruiseinsider.com.

Your Rights: You are entitled to the following rights in respect of personal information that we hold:

- **RIGHT OF ACCESS.** The right to obtain access to your personal information.
- **RIGHT TO RECTIFICATION:** The right to obtain rectification of your personal information where that personal information is inaccurate or incomplete.
- **RIGHT TO ERASURE.** The right to obtain the erasure of your personal information in certain circumstances, such as where the personal information is no longer necessary in relation to the purposes for which it was collected or processed.
- **RIGHT TO RESTRICTION.** The right to obtain the restriction of the processing undertaken by us on your personal information in certain circumstances, such as where the accuracy of the personal information is contested by you, for a period enabling us to verify the accuracy of that personal information.
- **RIGHT TO OBJECT.** YOU HAVE THE RIGHT TO OBJECT TO ANY PROCESSING JUSTIFIED BY LEGITIMATE INTERESTS BASED ON GROUNDS RELATING TO YOUR PARTICULAR SITUATION AT ANY TIME. SHOULD YOU DECIDE TO OBJECT TO THE PROCESSING OF YOUR PERSONAL INFORMATION, WE WILL STOP PROCESSING PERSONAL INFORMATION CONCERNING YOU, UNLESS WE CAN DEMONSTRATE COMPELLING REASONS FOR CONTINUING TO PROCESS YOUR PERSONAL INFORMATION THAT OVERRIDE YOUR INTERESTS, RIGHTS AND FREEDOMS OR IN THE CASE THAT WE ESTABLISH, EXERCISE, OR DEFEND OUR LEGAL CLAIMS. YOU CAN OBJECT TO DIRECT MARKETING ACTIVITIES AT ANY TIME FOR ANY REASON WHATSOEVER.
- **RIGHT TO DATA PORTABILITY.** You have the right to obtain a copy of your personal information in a structured, commonly used and machine-readable format and transmit such data to another provider or have such data transmitted to another provider under certain circumstances.

- **RIGHT TO WITHDRAW CONSENT.** If you have given us your consent to process your personal information but change your mind later, you have the right to withdraw your consent at any time. The withdrawal of your consent does not affect the lawfulness of our use of your personal information before your withdrawal. If you want to withdraw your consent with regard to receiving promotional communications, you can unsubscribe through the method described in each promotional message.

In some cases, our ability to uphold these rights for you may depend upon our obligations to process personal information for security, safety, fraud prevention reasons, compliance with regulatory or legal requirements, or because processing is necessary to deliver the services you have requested. Where this is the case, we will inform you of specific details in response to your request.

For further information on how to exercise those rights, you may contact our Data Protection Officer by sending an email to privacy@luxurycruiseinsider.com or visiting the [GDPR Request Form Page](#). You also have the right to lodge a complaint with the competent data protection supervisory authority. Information about how to contact your local data protection supervisory authority is available from the [European Data Protection Board](#).

D. BRAZILIAN PRIVACY RIGHTS

This section applies to you if your personal information: (i) is processed in the Brazilian territory; or (ii) has been collected in the Brazilian territory. Also, this section applies to you if the purpose of the processing activity is the offer or supply of goods or services within the Brazilian territory.

- **Your Rights.** According to the Brazilian General Data Protection Law, Law No. 13.709/18 (“LGPD”), you may be able to exercise the following rights, at any time upon request:
 - confirmation of the existence of processing;
 - access to the personal information;
 - correction of incomplete, inaccurate or outdated personal information;
 - anonymization, blocking or elimination of unnecessary or excessive data or of data processed in noncompliance with the provisions of the LGPD;
 - portability of your personal information to other service providers or suppliers of product, at the express request, and observing our business and industrial secrets;
 - elimination of the personal information processed with the consent, except in the events set forth on the topic “Termination of the processing” below;
 - information of the public and private entities with which the controller carried out the shared use of personal information;
 - information on the possibility of not providing consent and on the consequences of the denial; or

- revocation of the consent.

Termination of the Processing. Your personal information shall be eliminated after termination of the processing thereof, within the scope and technical limits of the activities, and conservation thereof shall be authorized for the following purposes:

- compliance with a statutory or regulatory obligation by us.
- transfer to third parties in accordance with the data processing requirements set forth in the LGPD; or
- exclusive use of the personal information by us, providing the personal information are anonymized and that the access thereto by third parties will be prohibited by us.

E. JAPAN PRIVACY RIGHTS

This section applies to you if you are a resident of Japan, in accordance with the Act on the Protection of Personal Information (the “APPI”) of Japan.

Inquiries and Complaints. We shall respond appropriately to requests permitted under the APPI including requests for inquiries and complaints regarding the handling of personal information. Please submit a request in the same way prescribed in “ACCESSING, CORRECTING OR DELETING YOUR INFORMATION” above.

How We Protect Your Information

We care about the security of your information and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected through our Services. However, no security system is impenetrable, and we cannot guarantee the security of our systems 100%.

In the event that any information under our control is compromised as a result of a breach of security, we will take steps to investigate the situation and, where appropriate, notify those individuals whose information may have been compromised and take other steps in accordance with applicable laws and regulations.

While we take steps to protect your personal information and keep it secure, you also play a role in protecting your information. You can help to maintain the security of your online and mobile transactions by not sharing your reservation number, username, or password with anyone.

DATA RETENTION. We will only store your personal information for as long as necessary to achieve the purpose of collection as set out in this Privacy Notice in accordance with our data retention policies, unless a longer retention period is required by applicable law. If we are required by applicable law to store your personal information beyond this period (e.g., for tax and commercial law reasons), we will delete the personal information after the end of this storage period.

To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use and disclosure of your personal information, the purposes for

which we process the personal information, and the applicable legal requirements. After the expiry of the aforementioned retention periods, we will delete or anonymize your personal information.

If, after you sign up for our promotional emails, you unsubscribe from receiving our promotional emails, we will delete your personal information from our mailing lists. However, we might store your email address in a blacklist to ensure that you will not receive any further communication.

TSA Secure Flight Notice

The Transportation Security Administration (TSA) requires you to provide your full name, date of birth and gender for the purpose of watch list screening under the authority of 49 U.S.C. section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R. parts 1540 and 1560 for all commercial air travel within, into or out of the United States. You may also provide your Redress Number, if available.

If you book commercial air travel directly with us within, into or out of the United States in conjunction with any travel product purchased on our site we will request this information from you and forward it to the TSA as required by law. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area.

TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies or to review the system of records notice and the privacy impact assessment, please see the TSA Web site at www.tsa.gov.

Links to Third-Party Services

The Services may contain links to and from third party websites of our business partners, advertisers, and social media sites and our users may post links to third party websites. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for their policies. We strongly recommend that you read their privacy policies and terms and conditions of use to understand how they collect, use, and share information. We are not responsible for the privacy practices or the content on the websites of third-party sites.

Changes to this Privacy Notice

We may modify or update this Privacy Notice from time to time to reflect the changes in our business and practices, and you should review this page periodically. We will update the "Last Updated" date at the top of this page when we post changes to this Privacy Notice. If you object to any changes, you may close your account. Continuing to use the Services after we publish changes to this Privacy Notice means that you are consenting to the changes.

Comments? Questions? Contact Us

If you have any questions about this Privacy Notice or the Sites, please Contact Customer Service 1-954-899-0204.

2625 NE 17th Terrace

Wilton Manors, FL 33334

ATTN: DPO

Data Protection Officer: privacy@luxurycruiseinsider.com.

Minors Privacy Notice

Most of the online Services are not intended to be used by minors, nor do we have actual knowledge that minors are using the online Services. When we intend to collect personal information from minors through a mobile app or online service, we take additional steps to protect their privacy.

The privacy of our youngest users is very important to us. Minors under 13 (in the US) or otherwise defined by applicable law (for example, under age 14 in China or under age 16 in the EEA) ("Child" or "Children" or "Minor") may download our mobile apps and use them with limited functionality without providing any personal information. If a minor creates a login profile and we determine the minor is underage, then we will seek express authorization of a parent or legal guardian before the minor will be permitted to provide additional personal information, make purchases, or engage the chat functions.

Please contact us at info@luxurycruiseinsider.com if you believe we have inadvertently collected personal information from a minor without necessary parental consent so that we can delete this information as soon as possible.

When we recognize a minor is using an application, the following policies and practices apply:

- We collect only as much personal information as necessary to provide the functions of the application and to provide notice to parents, consistent with the requirements of minors' privacy laws, including the Children's Online Privacy Protection Act ("COPPA").
- We will seek parental consent before we will enable certain features of the mobile applications, including chat and location features and in-app purchases.

How Minor Personal Information is Collected. During the registration process, we collect the individual's first and last name, date of birth, and booking number associated with a voyage (optional) to locate the user in our systems.

If we determine the individual is a minor, we use the contact information for the parent or guardian identified in the reservation or purchase information to provide notice and request consent for the minor to participate in the full features and functionality of the app.

We automatically collect usage information and information related to the minor's device, such as a mobile device or app ID number or other persistent identifier,

information about the minors mobile operating system and device settings, and app usage data, as needed to support the internal operations of the application, to monitor and improve the Sites and Services, and for other internal purposes.

If a parent or guardian provides consent for the minor to use the chat and purchase functions, we will also collect the information the minor provides in chat content, chat usage data, as well as a record of purchase transactions.

How a minor's personal information is used and shared. We will not use information collected from the minor to personalize or target advertising to Minors.

Retention of Minor's Data

We retain the information collected from the minor only as long as necessary to provide our Services and fulfil our internal business purposes. We delete personal information collected directly from the minor within 30 days after the date of collection.

Contact Us

Please contact us if you have any questions about how your minor's personal information is collected, used, shared, or stored or if you would like to access or delete your minor's personal information:

Email: privacy@luxurycruiseinsider.com.

WEBSITE TERMS OF USE

Updated: March 14, 2024

Hello! Welcome to the 41 Travel LLC dba Luxury Cruise Insider website!

These Website Terms of Use (the "Terms") govern your use of it, where we may offer exciting offers on cruises, hotels, and resorts in the United States. The Website is owned and operated by 41 Travel LLC dba Luxury Cruise Insider ("Luxury Cruise Insider"). Before accessing or using the Website (as defined below), please take a moment to read the Terms carefully.

The Terms contain important information about your rights and limitations of liability, including an arbitration agreement and class action waiver. By accessing or using the Website, you agree to be bound by the Terms. If you do not agree with any part of the Terms, then please do not use the Website.

Please also make sure to review the Terms from time to time to review the then-current Terms as we may change or update the Terms at any time by updating this webpage. Your future use of the Website will be subject to the Terms in effect at the time of your use.

Definitions

Please take note of the following general defined words that apply throughout the Terms:

"Website" includes not only <https://www.luxurycruiseinsider.com/>, but also all associated mobile applications and the online services available on the website and in the mobile applications.

"41 Travel LLC, "Luxury Cruise Insider", "our", "us", or "we" refers to 41 Travel LLC, a Floridaya limited liability company with its registered address at 2625 NE 17th Terrace, Wilton Manors, FL 33334.

"customer", "purchaser", "user", "you", or "your" refers to you as the user of the Website, or purchaser of any of the goods or services available through the Website.

1. Use of the Website:

You agree that:

- You are at least 18 years old AND legally capable of entering into binding contracts;
- You are a legal resident of the United States;
- You will use the Website only in accordance with the Terms AND solely for personal, non-commercial use;
- You will maintain the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account;
- You will inform any traveling companions, guests, or users of any product or service purchased through the Website of the contents of the Terms and all other applicable third-party terms and conditions; and
- All information that you provide for or on the Website is current, true, and complete.

We retain the right to restrict or limit access to all or part of the Website to anyone at any time for any valid reason, including for violation of the Terms. We also may change or improve any part of the Website from time to time without notice.

2. License

The content and materials on the Website, including but not limited to text, images, graphics, logos, and trademarks, is proprietary to us and our suppliers and providers and are protected by copyright, trademark, and other intellectual property laws.

Except as otherwise stated herein, you may not copy, distribute, modify, or reproduce any part of the Website without our prior written consent. We grant you a limited, personal, revocable, non-exclusive, non-sublicensable, non-transferable license to access the Website and to use the information and services contained herein. Any commercial use, resale, or unauthorized access is strictly prohibited.

3. User Content

The Website may only be used for lawful purposes and only as authorized by us. You agree that the following are prohibited and agree not to use the Website for any of the following:

- Posting any information that is incomplete, false, inaccurate or that you do not have permission to post;
- Impersonating another person;
- Performing or encouraging conduct that is unlawful, inappropriate, or that fails to comply with generally accepted Internet protocol;
- Posting material that is a violation of a third party's intellectual property rights;
- Acting in any way that violates any applicable national or international law or regulation;
- Attempting to interfere in any way with the Website's or our networks or network security, or attempting to use the Website's service to gain unauthorized access to any other computer system;
- Posting material that is tortious, libelous, defamatory, harassing, abusive, obscene, vulgar, sexually explicit, intrusive on another's privacy, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic;
- Collecting or storing personal data about other users;
- Uploading, posting, emailing, or otherwise transmitting any advertising or promotional materials or any other form of solicitation or unauthorized communication; and
- Uploading, posting, emailing, or otherwise transmitting any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

User submissions to the Website are non-confidential and non-proprietary. By submitting any content, including reviews, comments, or feedback to the Website, you grant us a non-exclusive, royalty-free, perpetual, and worldwide license to use, reproduce, modify, adapt, publish, translate, and distribute the content in any media.

Users have no ownership rights to any account with us, or other access to the Website or its features. We may cancel user accounts and delete all content associated with the account at any time, and without notice, including without limitation, if we deem that a user has violated the Terms or any applicable law, rule or regulation.

We assume no liability for any information removed from the Website and reserve the right to permanently restrict access to the Website or a user account. We do not endorse, verify, evaluate or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any user content.

Notwithstanding the foregoing, the Terms in no way limit your rights under the Consumer Review Fairness Act of 2016 (H.R. 5111).

4. Web Accessibility

Luxurycruiseinsider.com welcomes all users to explore the Website offerings. The Website follows the official guidance of the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG). For more information please visit the link "Accessibility Policy" on the Website. For any improvements, suggestions, or questions, please email info@luxurycruiseinsider.com.

5. Privacy Notice and User Information

Your use of the Website is subject to the [Privacy Notice](#) as incorporated herein by reference. You consent to the use of your personal information by us and/or our employees, contractors, affiliates, third-party providers and distributors in accordance with the terms of and for the purposes set forth in the [Privacy Notice](#). You also fully understand and unambiguously consent to the collection and processing of such information in the United States. As explained in the [Privacy Notice](#), you may opt out of the collection and processing of your personal information. Non-personal information you send or communicate to us, such as questions, comments or inquiries, will not be considered personal information and therefore will not be subject to the [Privacy Notice](#). To opt out of the collection and processing of your information by us please visit our [Privacy Notice](#).

6. Pricing and Availability

Unless otherwise stated, prices listed on the Website are in U.S. dollars, and do not include any applicable taxes, fees, port expenses, government fees, resort fees, upgrades, additional nights' accommodations, food and beverage, travel, transfer fees, travel insurance, fuel surcharges, or any other related costs. Additional fees may also apply.

The products, services, and prices provided on the Website are subject to availability and may change or be discontinued without notice. In particular, travel product prices and dates are based on space availability, may not be available at the time of booking and are subject to change without notice.

Special prices or rates may not be applicable with other offers or promotions. Other restrictions may apply.

All travel providers retain certain rights to increase rates (including, without limitation, taxes, fees, port expenses, gratuities/service charges, airport charges, government fees, resort fees, upgrades, food and beverage, transfer fees, travel insurance, fuel surcharges, and any other related costs), modify itineraries, change availability, and change and/or discontinue promotions and/or special offers, at any time for any reason. Any increase in price or rate imposed by the travel provider will be passed on to you, and you agree to such increase, unless otherwise stated in the travel provider's terms and conditions for the individual transaction.

We reserve the right to refuse or cancel any purchases made at a price that we determine to have been erroneous due to a printing, electronic or clerical error. If your credit or debit card has already been charged for the purchase and your order is

canceled, then we will issue a credit to your credit or debit card account in the amount of the incorrect price.

7. Payments and Cancellation

All purchases made through the Website are subject to the [Privacy Notice](#), as referenced above, and the applicable cancellation and refund policy, as contained in the Terms, any applicable program terms and conditions, and the terms and conditions of the third-party provider.

When making a purchase, you will be asked to supply certain information, including your credit or debit card number, the card expiration date, your billing address, and shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE THE CREDIT AND/OR DEBIT CARD(S) USED IN CONNECTION WITH ANY TRANSACTION. You grant us, or the third party collecting that information on our behalf, the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification may be required prior to the acknowledgment or completion of any transaction.

a. Travel Cancellations

The fees assessed by us and/or the travel provider as a result of a cancellation or change are set forth on the Booking Confirmation (as defined below) and apply to all the travel products and services transactions purchased through the Website. Each travel provider has specific cancellation policies separate and apart from us. Travel provider policies may treat name changes and departure date changes as cancellations.

In the event you must cancel any travel booking, please call our customer service representatives immediately, or in writing, at the following address:

41 Travel LLC dba Luxury Cruise Insider
Attn: Cancellations
2625 NE 17th Terrace
Wilton Manors, FL 33334
or by calling (954) 899-0204

Cancellations will be effective as of the date of receipt of the request ("Cancellation Date"). It is your responsibility to ensure cancellation requests are properly received by us. Refunds may take up to eight (8) weeks from the Cancellation Date.

Notice to residents of the State of Washington: If transportation or other services are canceled by us, all sums paid to us for services not performed in accordance with the contract between us and the purchaser will be refunded within thirty (30) days of receiving the funds from the travel provider with whom the services were arranged, or if the funds were not sent to the travel provider, the funds shall be returned within fourteen (14) days after cancellation by us to the purchaser unless the purchaser requests us to apply the money to another travel product and/or date.

8. Product and Service Specific Terms and Conditions

a. Travel Products and Services

The following additional terms and conditions apply to purchases of travel products and/or services. In the event of any conflicts between this section and any other section of the Terms, this Section 8(a) takes precedence and governs the purchase of travel products and/or services by you.

Booking Confirmation/Travel Receipt. Reservations must be confirmed in writing electronically by us ("Booking Confirmation"). This will be sent to you within two (2) weeks after the initial booking of the travel product or service. Multiple Booking Confirmations will not be issued. Travelers' names on the Booking Confirmation must accurately reflect the travelers' complete legal names as they appear on their respective proof of identification documents. It is your sole responsibility to review and verify all information on the Booking Confirmation for accuracy and completeness and check the spelling of all names carefully. Please notify our customer service representatives immediately if any changes or corrections are needed. Failure to do so constitutes acceptance of the information contained on the Booking Confirmation as accurate.

Maximum Occupancy. In no event may the total number of people booked exceed the maximum occupancy set forth by the travel provider.

Identification Documentation. Travel providers may require that you and your traveling companions have in your possession the proper documentation required by the United States, and/or any relevant foreign countries. The names on the Booking Confirmation must match such documentation exactly. You and your traveling companions are advised to consult with the appropriate governmental agencies and embassies to determine what documentation will be required for travel. We do not assume any responsibility nor represent or warrant the accuracy of any information or opinion given regarding identification documentation. No refund will be issued if you and your traveling companions fail to bring proper documentation and are refused travel provider services/accommodation.

Travel Documents. Booking Confirmations will be sent electronically unless otherwise noted on the terms and conditions of the individual product description. If tickets or vouchers are used in a transaction, then they are valid only for the person(s) named thereon and cannot be transferred or modified without the travel provider's prior written consent. When a name change is required, additional fees may apply. Notify our customer service representatives immediately if changes or corrections are required.

Travel Warnings. Please review travel prohibitions, warnings, announcements and advisories issued by the United States Government, and/or other applicable foreign governments prior to booking travel to international destinations. Information from the United States Government on conditions in various countries and the level of risk associated with travel to particular international destinations can be found

at www.state.gov, www.tsa.gov, www.dot.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac and www.customs.gov.

BY OFFERING TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS FOR SALE, WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH DESTINATIONS IS ADVISABLE OR WITHOUT RISK, AND WE ARE NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

Third-Party Travel Provider Terms. Additional terms and conditions by third-party travel providers will apply to your reservation and purchase of travel-related goods and services that you select from the Website. You agree to abide by the terms and conditions of purchase imposed by any travel provider with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the travel provider's rules and restrictions regarding availability and use of products or services. We reserve the right to cancel your reservation if full payment is not received by the final payment date. You acknowledge that some third-party travel providers offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service they offer.

You understand that any violation of any such travel provider's rules and restrictions may result in

- (a) cancellation of your reservation(s),
- (b) being denied access to the applicable travel product or services,
- (c) forfeiting any monies paid for such reservation(s), and/or
- (d) debiting your account for any costs we incur as a result of such violation.

Hotels and Resorts. The hotels, resorts and other travel providers supplying travel or other services on the Website are independent third-party providers and not our agents or employees. We are not liable for any costs incurred due to hotel or resort relocation.

We have no special knowledge regarding the suitability of any reservation for persons with a disability. For information concerning the suitability for persons with a disability for any reservation, contact the travel provider directly.

We may pre-negotiate certain room rates with hotel and resort providers to facilitate the booking of reservations. You agree that your credit and/or debit card will be charged for the total reservation price.

Upon submitting your reservation request you authorize us to facilitate booking reservations on your behalf, including making payment arrangements with hotel and resort providers. You acknowledge that except as provided below with respect to tax obligations on the amounts we retain for our services, we do not collect taxes for remittance to applicable taxing authorities. The tax recovery charges on prepaid hotel and resort transactions are a recovery of the estimated taxes (e.g., sales and use, occupancy, room tax, excise tax, value added tax, etc.) that we pay to the travel provider for taxes due on the travel provider's rental rate for the room. The hotel and resort providers invoice us for certain charges, including tax amounts. The travel

providers are responsible for remitting applicable taxes to the applicable taxing jurisdictions.

We do not act as a co-vendor with the travel provider with whom we book or reserve your travel arrangements. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid by us to the travel providers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of your actual use of the hotel or resort.

9. Intellectual Property

a. Website Proprietary Rights

Our logos and service names are our trademarks (the "Marks"). Without our prior permission, you agree not to display or use the Marks in any manner.

As between you and us (or another company whose marks appear on the Website), we (or the respective company) are the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Website, and the copyright owner or licensee of the Website features, including, but not limited to, information, data, text, music, sound, photographs, graphics, video, messages or other materials (collectively the "Content"), Marks, and/or information on the Website, unless otherwise indicated.

Any commercial use of the Website, the Content, and/or the Marks is strictly prohibited, except as allowed herein or otherwise approved by us. You may not download or save a copy of any of the Content or screens for any purpose except as otherwise provided by us. If you make use of the Website, other than as provided herein, in doing so you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.

The information on the Website including, without limitation, all Website design, text, graphics, interfaces, and the selection and arrangements is protected by law including copyright law.

Product names, logos, designs, titles, words or phrases may be protected under law as the trademarks, service mark or trade names of us or other entities. Such trademarks, service marks and trade names, including those listed below, may be registered in the United States and internationally.

b. Claims of Copyright Infringement

We respect the intellectual property of others. If you believe that any material on the Website infringes on any copyright that you own or control, or that any link on the Website directs you to another website that contains material that infringes on any copyright that you own or control, please let us know by filing a notification of such infringement with us to have the material removed or otherwise blocked from access.

Notice of claims of copyright infringement on the Website can be sent by mail to:

41 Travel LLC dba Luxury Cruise Insider

Attn: Legal Counsel
2625 NE 17th Terrace
Wilton Manors, FL 33334

This contact information is provided exclusively for notifying us that copyrighted material may have been infringed. Unrelated inquiries will NOT receive a response through this process. Contact information for other matters is provided elsewhere on the Website.

Notifications of claimed copyright infringement must include the following information in order to be effective:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest;
- ii. A description of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- iii. Identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
- iv. Your address, telephone number, and, if available, your e-mail address;
- v. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement by you, made under penalty of perjury, that the information in your notification is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

10. Third-Party Websites

The Website may contain links to third-party websites that are not under our control. We are not responsible for the content or practices of these websites. The inclusion of any links does not imply endorsement by us.

Permission must be granted by us for any type of link to the Website. To seek our permission, you may write to us at

41 Travel LLC dba Luxury Cruise Insider
2625 NE 17th Terrace
Wilton Manors, FL 33334

We reserve the right, however, to deny any request or rescind any permission granted by us to link through such other type of link, and to require termination of any such link to the Website, at our discretion at any time.

11. Accounts and Passwords

To participate in certain areas of the Website, you may need to register for an account.

You agree to:

- a. create only one account;
- b. provide accurate, truthful, current and complete information when creating your account;
- c. maintain and promptly update your account information;
- d. maintain the security of your account by not sharing your password with others and restricting access to your account and your computer, laptop or mobile device;
- e. promptly notify us if you discover or otherwise suspect any security breaches relating to the Website;
- f. take responsibility for all activities that occur under your account and accept all risks of unauthorized access; and
- g. not sell, transfer, or assign your account.

You are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Website. We are not liable for any loss that you or a third party may incur arising from your inability or failure for any reason to comply with any of the foregoing obligations including, but not limited to, non-receipt of products purchased by you if your mailing address or other information associated with your account is invalid or incomplete. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates the Terms, or any applicable law, then we may suspend or terminate your account. We are not responsible for any delay in shutting down your account after you have reported a breach of security to us.

12. Indemnity

You agree to defend, indemnify and hold us, the third-party suppliers and travel providers, our affiliates, and our respective directors, officers, employees, contractors and agents ("Indemnified Parties") harmless from any and all allegations, demands, claims, liabilities, damages, fines, penalties, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in any way connected with the Terms, your use of the Website, any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of Indemnified Parties, the services provided to you, your violation of the Terms or the posting or transmission of any materials on or through the Website by you, including, but not limited to, any third-party claim that any information or materials you provide infringes any third party's proprietary right.

13. Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT:

We make no representations about the reliability of the features of the Website, the Content, user submitted content, or any other Website feature, and disclaims all liability in the event of any inaccuracy or service failure. You acknowledge that any reliance on such material or systems will be at your own risk. We make no representations regarding the amount of time that any Content or user content will be preserved.

The Internet may be subject to breaches of security. We are not responsible for any resulting damage to any user's device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the internet may not be secure, and you should consider this before e-mailing us any information or posting information to the Website. We make no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Website. The Website may be temporarily unavailable due to maintenance or malfunction of computer equipment.

THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTION, MATERIALS AND SERVICES IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE WEBSITE OR THE FUNCTION, CONTENT OR SERVICES MADE AVAILABLE THEREBY WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE WEBSITE WILL MEET USERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE WEBSITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY OR ON BEHALF OF THIRD PARTIES ON OR THROUGH THE WEBSITE. WE ARE NOT A PARTY TO, AND DO NOT MONITOR, ANY TRANSACTION BETWEEN USERS AND THIRD PARTIES WITHOUT THE DIRECT INVOLVEMENT OF US.

14. Limitation of Liability

We operate and maintain the Website, but all travel services are provided to you by travel providers and all other products, wine and merchandise are provided to you by independent suppliers.

To the maximum extent permissible by law, and as described in the Product and Service Specific Terms and Conditions section above, we and our subsidiaries and affiliates shall not be liable for any of the travel services provided to you by travel providers or for any of the products, wine or merchandise provided to you by independent suppliers.

In no event shall we, our affiliates, or our respective directors, officers, employees, agents, or content or providers be liable for any of the following even if we or our representatives have been advised of the possibility of such damages:

- Indirect, consequential, or incidental damages;
- Special, exemplary, or punitive damages;
- Losses arising from, or related to the use or the inability to use the Website or the Content, materials and function related thereto;
- Lost revenue, profits, business, data, sales; and/or
- Cost of substitute services.

Some jurisdictions do not allow the limitation or exclusion of liability so some of the above limitations may not apply to you and the foregoing paragraph shall not apply to a resident of New Jersey to the extent damages to such New Jersey resident are the result of our negligent, fraudulent or reckless act(s) or intentional misconduct. In no event shall the total liability of us to you for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from the terms or your use of the Website exceed, in the aggregate, \$100.

15. Dispute Resolution, Binding Arbitration, Class Action Waiver

We do not represent that materials on the Website are appropriate or available for use in locations outside of the United States. Persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with local laws.

Use of the Website, the Terms, all applicable program terms and conditions, and the [Privacy Notice](#) shall be governed by and construed in accordance with Arizona state law, without giving effect to any principles of conflicts or choice of law provisions. Any dispute arising out of or relating to use of the Website, the Terms, applicable program terms and conditions, or the [Privacy Notice](#) shall be pursued only in Maricopa County, Arizona, and you hereby consent to personal jurisdiction in such venue.

By using the Website, you agree to arbitrate any and all disputes, claims or controversies whatsoever between you and us, whether based on contract, tort, statutory, constitutional, legal or regulatory or any other rights, arising from or relating to this Agreement or the Program or otherwise arising from our relationship hereunder, whether characterized as violations of civil rights,

discrimination, consumer protection, rights of privacy, data protection or otherwise, shall be referred to and resolved exclusively by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) to be conducted in Broward County, Florida, U.S.A., to the exclusion of any other forum. You hereby consent to the foregoing jurisdiction over you personally and waive any objection to arbitration as the exclusive means by which disputes hereunder shall be resolved and any right to object or claim that conducting the arbitration in Maricopa County, Arizona is an inconvenient or inappropriate forum. The arbitration proceeding shall be administered by the AAA under its Commercial Arbitration Rules and the fee schedule in effect at the time the proceeding is commenced.

Consistent with the AAA rules, the arbitration proceeding shall be governed by the Federal Arbitration Act (“FAA”) and a final judgment upon any award rendered by the arbitrator, consistent with the requirements and terms and conditions of this Agreement, may be entered by any court having jurisdiction over the parties or the subject matter of the dispute. Either party may elect to participate in the arbitration telephonically or by other digital means. Except to the extent the parties' procedural or substantive rights are governed by the FAA and any Federal common law relating to arbitration, the interpretation and enforcement of the terms and conditions of the Terms, the arbitration proceedings and any award rendered as a result thereof, shall be governed by the laws of the State of Arizona without regard to its choice of law and conflict of law rules that would result in the application of any other laws.

You agree that any arbitration proceeding will be filed and conducted on an individual, and not a collective or class-wide basis, consistent with the class action waiver provisions of the Terms below and the arbitrator shall have no authority to arbitrate claims on a class-wide, collective, group or consolidated basis. You further agree that: (i) the arbitrator's decision will be final and binding; (ii) the arbitrator shall only reach his or her decision by applying strict rules of law to the facts; (iii) the arbitration shall be conducted in the English language; and (iv) the party in whose favor the arbitration award is rendered shall be entitled to recover its costs and expenses of the arbitration including, but not limited to, reasonable attorneys' fees, the costs and expenses of the administration of the arbitration proceedings including AAA filing fees, and any costs and attorneys' fees incurred in executing on or enforcing the arbitration award.

Except as otherwise expressly provided in the Terms, no party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of the arbitration award.

Notwithstanding anything to the contrary in the Terms, each party has and reserves the right to seek equitable relief, including restraining orders and injunctions available to the parties, in circumstances where such relief is necessary and available to protect the interests of a party and avoid imminent and irreparable harm where money damages will not be an adequate remedy. Instituting an action for any such equitable relief shall not constitute a waiver of the right or obligation of any party to submit any other claim to arbitration or of any other right or remedy permitted hereunder.

WAIVER OF CLASS ACTION: THE TERMS PROVIDE FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH YOUR OWN BEHALF INSTEAD OF THROUGH ANY CLASS OR REPRESENTATIVE ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, YOU AGREE THAT ANY ARBITRATION AGAINST US OR OUR AFFILIATES WHATSOEVER SHALL BE RESOLVED BY YOU INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE TO WAIVE ANY LAW ENTITLING YOU TO PARTICIPATE IN A CLASS ACTION.

NOR SHALL AN ARBITRATOR HAVE ANY AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SHALL SUCH CLAIM NOT BE SUBJECT TO ARBITRATION.

16. Notices

Notices to you may be made via either email or regular mail. The Website may also provide notices of changes to the Terms or other matters by displaying notices or links to notices to you on the Website.

Contacting Us

To contact us with any questions or concerns in connection with the Terms or the Website, or to provide any notice to us under the Terms, please contact us at

41 Travel LLC dba Luxury Cruise Insider
2625 NE 17th Terrace
Wilton Manors, FL 33334
Tel: (219) 313-0369

17. Miscellaneous

Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, the Terms and the [Privacy Notice](#) constitute the entire agreement between you and us pertaining to and governing your use of the Website. You also may be subject to additional terms and conditions that are applicable to certain parts of the Website.

We reserve the right to modify the Terms at any time without prior notice. Any changes will be effective upon posting the updated terms on the Website.

We may use contractors, or affiliates that are under common control or ownership with us, to perform services for you on our behalf. By continuing to use the Website, you agree and consent to our use of contractors or affiliates to perform such services on our behalf.

You agree that no joint venture, partnership, employment, or agency relationship exists between us and you as a result of the Terms or your use of the Website.

Any claim or cause of action you may have with respect to us or the Website must be commenced within one (1) year after the claim or cause of action arose.

Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

The Terms are effective until terminated by us, for any reason, with or without notice. Upon termination, you must discontinue the use of the Website, destroy all materials obtained from the Website and all copies thereof, whether made under the Terms or otherwise.

The Terms inure to the benefit of our successors, assigns and licensees. The section titles in the Terms are for convenience only and have no legal or contractual effect.

18. Seller of Travel

41 Travel LLC dba Luxury Cruise Insider is registered with the State of Florida as a Seller of Travel. Registration No. #ST-44327. We are not a registered seller of travel in the following states: Washington, Hawaii, and California. We are not a participant in the California Travel Restitution Fund. California requires certain sellers of travel to have a trust account or bond. We maintain a Consumer Protection Bond issued by Hartford Fire Insurance Company in the amount of \$50,000.

Accessibility Policy

Everyone should be able to access and enjoy the web.

41 Travel LLC dba Luxury Cruise Insider is committed to accessibility, by providing products and services accessible to the widest audience possible.

We lean on Web Content Accessibility Guidelines (WCAG) 2.1 of the World Wide Web Consortium (W3C) and we adhere such guidelines and quality control to as part of our product design and technology process.

Our Four Key Areas of Focus:

Quality Assurance

In our efforts to incorporate the Web Accessibility Guidelines (WCAG), Guestbookings.com uses manual and automated accessibility testing in conjunction with ongoing assessment by in-house and third-party accessibility specialists as well as specialized tools. Our goal is to continue to identify areas for usability improvement and further improve the accessibility of our site.

UI Components, Patterns and Themes Library

In order to reliably deliver consistent accessible solutions, we are building our own UI components, patterns and libraries that are accessible from the ground up. The reuse of such components (menus, dialogues, buttons etc) alongside CI/CD (Continuous integration and Continuous Delivery) pipelines that automatically check for accessibility scoring drastically increase quality of the output of the front-end teams and therefore of the end user experience.

We will continue to work, creating the best user experience while supporting full accessibility for the vast majority of users. Should you have questions or comments as to how we can better provide accessibility features and services, please let us know.

User Experience and Engineering Training

We provide our product teams with online and in-person training, periodic refreshers, and informational sessions.

Continuous Documentation

We have a wealth of reference information available to our product teams, including best practices, discipline-based support guides, and FAQs. We continually update and improve this documentation as the WCAG standards evolve.

Contact

If you have questions or comments regarding our accessibility policy, please contact us via email: info@luxurycruiseinsider.com