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By using or accessing the Services, by booking a Product ("Book", "Booking"), and/or creating an account on the Website (a "mvbogma.com Account"), you agree to be bound by these Terms of Use without modification, and you represent that you have read and understood them. In all Booking arrangements, the person making the Booking shall be deemed to have accepted these Terms of Use on behalf of all the persons named in the Booking.

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Your use of the Services is permitted by mvbogma.com only for personal, non-commercial use and/or to make legitimate requests to make a Booking of the Products offered. You agree not to use this Services to make any speculative, false or fraudulent requests or Bookings.

You further represent and warrant that you (a) are not currently suspended and have not previously been banned by mvbogma.com from using the Services; (b) are not acting on behalf of a competitor of mvbogma.com; (c) will not create more than one mvbogma.com Account; and (d) have full power and authority to enter into this legally binding agreement and in doing so will not violate any other agreement to which you are a party.

We retain the right at our sole discretion to deny access to the Services to anyone at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

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mvbogma.com Accounts

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AS A USER OF THE SERVICES, YOU UNDERSTAND AND AGREE THAT: (1) NEITHER mvbogma.com NOR ITS AFFILIATES WILL HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORIZED BOOKINGS MADE USING YOUR mvbogma.com ACCOUNT AND/OR mvbogma.com ACCOUNT CREDENTIALS; AND (2) THE UNAUTHORIZED USE OF YOUR mvbogma.com ACCOUNT AND/OR mvbogma.com ACCOUNT CREDENTIALS COULD CAUSE YOU TO INCUR LIABILITY TO BOTH mvbogma.com AND OTHER USERS.

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The content and information on the Website (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software (including Software, as defined in Section 8.2), code or other material, and collectively described herein as the

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- c. violate the restrictions in any robot exclusion headers on the Website or bypass or circumvent other measures employed to prevent or limit access to the Website;
- d. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure or makes excessive traffic demands on the Website;
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- g. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any Software;
- h. use the Website to threaten, stalk, defraud, incite, harass, or advocate the harassment of another person, or otherwise interfere with another user's use of the Website;
- i. use the Website to submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
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- k. use the Website to promote bigotry or discrimination against protected classes;
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 - p. use the Website to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
 - q. use any device, software or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website;
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 - s. disrupt or interfere with the security of, or otherwise cause harm to, the Website; or
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By making a Booking, you warrant that you are at least 18 years of age, that you possess the legal authority to enter into both this binding agreement and a binding agreement with the Supplier, to use the Services, to purchase the Product, and that all information you supply is true and accurate. You further agree that you will use the Platform to make only legitimate Bookings for you and/or others for whom you are legally authorized to act.

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Prices are based on the local tariff at the time of quoting, converted at the prevailing foreign-exchange rate as determined by mvbogma.com. See Section 12 for more information about currency conversions.

Price quotations are subject to change without notice, until a Booking has been made.

Unless the Supplier has otherwise specified, prices do not include any local taxes or use-fees, including foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger-facility charges or international transportation tax.

Inclusions are determined by the Supplier. Prices do not include tips/gratuities; passport and visa fees; baggage and personal insurance; any items of a personal nature; taxes or duties; and any beverages or food that the Supplier has not specifically stated are included.

Currency Conversions

If mvbogma.com provides a currency converter, currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified, and actual rates may vary. Currency quotes may not be updated on a daily basis, and mvbogma.com and its affiliates do not warrant or guarantee accuracy. mvbogma.com shall not be liable to you if prices change due to currency fluctuations.

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When you make a Booking, mvbogma.com, as the limited payment collection agent of the Supplier, collects your payment information and processes your payment as described in Section 14. Full payment by credit or debit card is required to make a Booking, unless otherwise specified. **The payee will be listed as mvbogma.com/Tripadvisor on your statement.**

The value of your Booking may be subject to taxes, duties, foreign transaction, currency exchange or other fees. Your bank or payment card company may convert the payment into the local currency and may charge fees, resulting in differences between the amount displayed through the Platform, and the final amount charged to you. mvbogma.com recommends that you contact your bank or card company if you have any questions concerning any applicable currency conversion or fees.

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Under these Terms of Use, the payment processing services for the Services provided on the Website are provided by mvbogma.com. In the event you choose to pay with a credit or debit card and the payment is processed via a European acquirer, these terms are an agreement between you and mvbogma.com Limited. For any other type of purchases, these terms are an agreement between you and mvbogma.com Inc. or mvbogma.com Systems Pty Limited and services will be delivered by mvbogma.com Inc. or mvbogma.com Systems Pty Limited directly.

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Once a Product has been purchased, your Booking cannot be changed by you or cancelled with a refund, unless otherwise stated in the terms and conditions applicable to such Product.

The standard cancellation policy allows you to request a change to and/or cancel a Booking up **until 72 hours** before the start time of the Booking; or if the Experience does not have an explicit start time, the deadline to request a change or to cancel will generally be 11:59pm, three days before the start date. Timings are calculated in accordance with the time zone of the Experience.

If any Product is designated as 'All Sales Final' or with materially similar messaging (which includes but is not limited to all group bookings booked through our Group Bookings Department), it is non-refundable, and it will not be possible to change or cancel it after making a

Booking. A minority of Products have other, different cancellation policies. In all circumstances, you must check the cancellation policy contained in the applicable Product listing at the time of your Booking, which is the policy that will apply to and govern the terms of your cancellation and any refunds.

Notwithstanding Sections 15.2 and 15.3, (a) requests for modifications and amendments to a Booking, including date change requests (collectively, a "Change Request") should be made online through the 'Manage My Booking' section of the Website; and (b) if it is possible to implement a Change Request, mvbogma.com shall not charge a fee for doing so, as long as the Change Request is received by us by the deadline specified in the Product listing. Please note that a Supplier may charge a fee to accommodate a Change Request; in such circumstances, you will be required to pay such fee in order that mvbogma.com may successfully process your Change Request.

All Change Requests shall be processed by mvbogma.com subject to the availability and agreement of the applicable Supplier. mvbogma.com does not guarantee the success of any Change Request. To the extent the Supplier is unwilling or unable to accept such Change Request, then your right to a refund (if any) shall be governed by the cancellation terms of your Booking.

If you make a Booking using a promotion code, or if you accept a discount or special-offer price during the check-out process, you may invalidate your discount or special-offer price by making a Change Request after Booking.

No refunds are available once an Experience has commenced, or in respect of any Product's package, accommodation, meals or any other services that have started to be utilized.

Other Modifications and Cancellations

Occasionally a Supplier may make a change to a Product after your purchase, including but not limited to the date, price, inclusions, coverage, age requirements, and/or any other Product features and/or requirements. As a result, mvbogma.com reserves the right to cancel, change or substitute any Product that you have purchased, at any time, for any reason. If the change proposed by the Supplier is material (for example, a change in dates and/or a significant change to the itinerary), and you are dissatisfied with the alternative that is offered, you will be entitled to a full refund of the original purchase price.

We may decide, in our sole discretion, that it is necessary or desirable for the protection of our interests, the Supplier's interests and/or your interests, to withdraw our Services resulting in an override of the

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Passports, Visas & Insurance

When you make a Booking, you are responsible for ensuring that you meet all foreign entry requirements and that your travel documents, including passports and visas, are in order.

For applicable passport and visa requirements, you should consult the relevant embassy or consulate for information. Such requirements may change at any time, and it is your responsibility to check for up-to-date information before making a Booking and before your departure. mvbogma.com accepts no liability in connection with any person who is refused entry onto a flight or into any country, including countries such person may just be passing through en route to their destination.

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The limitation of liability set forth in this Section 18 reflects the allocation of risk between the parties. The limitations specified in this Section will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential purpose. The limitations of liability provided in these Terms of Use inure to the benefit of the mvbogma.com Group Companies.

Your Liability

You agree to defend and indemnify mvbogma.com and the mvbogma.com Group Companies and all of their respective officers, directors, employees and agents from and against any claims, causes of action, demands, suits, proceedings, investigations, losses, damages, fines, penalties, fees, expenses, costs and any other liabilities of any kind or nature including but not limited to reasonable legal and accounting fees, arising out of or related to:

- a. your breach of these Terms of Use or the documents referenced herein;
- b. your violation of any law, rule, regulation or guideline;
- c. your violation, infringement or misappropriation of the rights of a third party, including without limitation any rights of publicity or privacy;
- d. your use of the Services (including the Website);
- e. your Booking or use of any Product; or
- f. your negligence or willful misconduct.

Worry-free Shore Excursions

For Products noted as a "Worry-free Shore Excursion", if you (a) purchase such a Product for redemption while in a particular port-of-call, and (b) are not returned by the applicable Supplier to the ship in time to board, mvbogma.com will (subject to Sections 20.2 and 20.3) arrange the necessary transport to the next port-of-call.

The policy set forth in this Section 20.1 - 20.4 applies only when, through no fault or action of your own, you are not returned to the ship in time to board. The policy is void in instances where delay is caused by your own actions and/or you have deviated from the Experience that you Booked.

In order to benefit from this policy, you must supply mvbogma.com with correct arrival and departure ship information and ensure there is enough time (minimum 2 hours) between the Experience end time and the ship departure time. You must contact mvbogma.com directly and as soon as possible to request next port-of-call transportation arrangements as you cannot book your own travel without voiding this policy.

Subject to your eligibility, mvbogma.com will facilitate the booking of travel for you to the next port of call (not to exceed US\$1,000 per person).

In addition to the protection offered pursuant to Section 20.1 - 20.4, if your ship misses a port-of-call or is delayed beyond the commencement time of your Worry-free Shore Excursion, simply

contact mvbogma.com within 14 days. Pending verification of the ship's actual itinerary, we will issue you a refund.

mvbogma.com Tickets

You will receive a mvbogma.com-branded ticket (or, alternatively a voucher from the Supplier) (in each case, a "Ticket") for each Product you Book. In order to access and print your Ticket, you will be directed to a secure webpage hosted by mvbogma.com that contains a link to your Ticket. Certain Bookings will result in your being provided with an electronic Ticket as well as or instead of a paper Ticket.

You must provide the original, authentic Ticket to the applicable Supplier in order to redeem your Product. Your Booking cannot be honored or redeemed without presenting a valid Ticket. Ensure you read the terms and conditions relating to your Booking in order to understand what will be required by the Supplier by way of Ticket presentation.

For security purposes, when redeeming your Ticket you must present a valid photo ID and sign the Ticket.

In some cases, a Supplier may also require that you present the payment card used to purchase your Product at the time of redemption. This typically applies to attraction and show tickets. You should be advised at check-out whether or not this will be required. If you have questions about such a requirement, contact mvbogma.com's Customer Care team.

General Provisions

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If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then

the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in these Terms of Use shall continue in effect.

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