

WEBSITE TERMS AND CONDITIONS

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Welcome to the Center Cruises website. We hope you find it useful and enjoy visiting it. To help us make it the best website we can provide for you, we've established some general rules to maximize your experience.

Please read these Website Terms and Conditions (the "Terms") carefully before you start using the website at <https://center.cruises/en/> (hereinafter the Website).

1. GENERAL PROVISIONS

1.1. These Terms are a binding agreement between you, the Website user (hereinafter the User) and Center Cruises (the Company) and shall govern the procedure of using the Website and Services provided with the use thereof.

1.2. These Terms are a public offer and are considered to be fully and unconditionally accepted by the User from the moment of starting to use the Website. Please do not use the Website if you do not agree with these Terms.

2. BY ACCESSING THE INFORMATION AND MATERIALS ON THIS SITE, YOU AGREE WITH THE FOLLOWING:

2.1. **OWNERSHIP/USE RIGHTS.** You acknowledge that Center Cruises, its affiliates or those from whom it may have obtained rights to publish the materials own all rights to the materials contained on this Website under the copyright laws of all applicable jurisdictions. You may not distribute copies of the materials for any purpose, republish them, or "post" them on any website you create or operate. You are free to download them for non-commercial purposes, store them temporarily on one computer and print such materials solely for your own personal use and not for transmission to any other person.

2.2. **DISCLAIMER.** Center Cruises has compiled information on this website for Users, potential Users and travel professionals. However, all information is subject to modification without notice and is not subject to a warranty. The Website may contain links to other sites or may frame materials from other websites (e.g. advertisements...). Such materials were created by or for the respective owners of these websites and are not under our control. Center cruises does not undertake to verify the truthfulness or accuracy of any such material and makes no representations or warranties regarding the links or their content.

2.3. The materials and information on this website are provided "as is" and without warranty of any kind, either express or implied, including without limitation any warranty of accuracy or reliability of the information, services or products provided through them or their related website, and any implied warranties of merchantability, fitness for a particular purpose, expectation of confidentiality or non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

2.4. NO DAMAGES. Center Cruises shall not be liable for any loss or injury of any kind caused by any error, omission, delay, computer virus, unauthorized access, modification or use of this or any other website.

2.5. CONFIDENTIALITY CLAUSE. The collection and use of information you submit to us through this website is governed by our <https://center.cruises/en/legal-documents/privacy-policy.pdf>. If you voluntarily submit information to us, we may use and share that information in accordance with the terms of the Privacy Policy in effect at the time the information is used. You can instruct us to modify or delete any information as described in the Privacy Policy. However, if you notify us of a modification or deletion of your information, any deletions will only affect further sharing or use of the information. This will not affect any exchange of information that took place before we received your request to modify or delete information.

2.6. USER'S AGE AND ACCESS. By using this website, you represent that you are at least 18 years of age. If you are under 18 years of age, you may not use our services; please do not use this website.

2.7. CONFLICT RESOLUTION. This Website is controlled and operated by Center Cruises from its office in Montenegro, Tivat, bb Belani. Center Cruises makes no representation or warranty that materials on this Website are appropriate or available for use in other locations. Use of this Website, these Terms, and the Privacy Policy shall be governed by and construed in accordance with the laws of Montenegro, without giving effect to any principles of conflicts or choice of law provisions. Any legal action or claim related to your use of this Website or these Terms and Privacy Policy will only be considered in Montenegro, and you hereby consent and submit to the personal jurisdiction in such venue. By using this Website, you agree to resolve any disputes by binding arbitration administered by the Arbitration Court of the Chamber of Commerce and Industry of Montenegro (<https://komora.me/pkcg/arbitrazni-sud>).

2.8. AGREEMENT. The Center Cruises Cruise Booking Services Agreement will constitute the entire agreement between Center Cruises and the User or potential User with respect to any booking or cruise sold by Center Cruises. It is important that you carefully read the entire Cruise Booking Services Agreement, a copy of which can be obtained from your travel agent, Center Cruises, or click [here](#) to view the Agreement, and which sets out the rights and obligations of Center Cruises and the User.

3. SERVICES

3.1. The Company provides the User with access to the Website - an online service located on the network at <https://center.cruises/en/> and intended for searching and providing the User, based on his requests, with information about sea and river cruises offered for purchase by third parties; information about promotions and special offers; tracking and providing the User with information about necessary travel services.

3.2. The Company acts as an agent between the User and transport/cruise companies, insurance organizations, embassies, consular institutions, representative offices, government authorities and local self-government bodies, etc.

3.3. On the Company's Website, in the "Cruise Companies" section, the User will find a list of transport/cruise companies (hereinafter - Partners) with which the latter cooperates.

3.4. With the help of the Website features, the User can:

3.4.1. view information on travel offers, including cruise lines, cabin prices, sailing area, cruise line category, journey start/end date, port of arrival/departure, cruise program, ship information, what is included/not included in the cruise, insurances, visa support and other travel services;

3.4.2. find the desired trip provided by Partners, as well as find other travel-related services provided by Partners;

3.4.3. receive messages from the Company with the necessary information for the User about travel offers, in particular, changes in prices for travel services for specified destinations and dates, as well as any other news messages.

3.5. After completing the search, the User can book the selected offers and travel services directly on the website <https://center.cruises/en/>.

4. BOOKING PROCEDURE. CONCLUSION OF A TRAVEL SERVICES AGREEMENT. PRICE AND PAYMENT.

4.1. The User intending to receive travel services, with the help of the Company, can book the selected offers and travel services directly on the website <https://center.cruises/uk/> by clicking the "Cruise Booking" button on the corresponding page after viewing the cruise.

4.2. Cruise bookings are made by the User by paying a deposit.

4.3. Depending on the start date of the cruise and the rules of the cruise lines, a deposit shall be paid, the percentage of which varies from 30% to 100% (of the total cost of the travel service).

4.4. In the event of a promotional sale of a cruise, payment is 100%, and in case of cancellation of a promotional cruise, the cruise Company's penalty is 100% of the cost.

4.5. Full payment for the cruise must be made by the User at least 45-90 days before the start of the tour, depending on the cruise line.

4.6. All payments shall be made by wire transfer to the Company's bank account or in cash form by depositing cash by the User in the Company's cash register. The form of payment shall be agreed between the parties at the stage of concluding a cruise booking services agreement.

4.7. The amount of port fees and taxes, which are part of the cruise price, can be changed at any time and are due and payable by the User within 2 days from the date of notification by the Company.

5. USE OF INFORMATION POSTED ON THE WEBSITE

5.1. The User acknowledges and agrees that the prices for travel offers, including prices for accommodation, guided tours, transfers, insurances and other services available on the Website, are provided by the relevant Partners. The Company is not responsible for the accuracy and/or change of prices presented on the Website, as such prices may be changed in real time.

5.2. The currency conversion used by the Company on the Website is for informational purposes only and cannot be considered accurate or real-time for cruise bookings. The User must use the currency conversion current as of the date of the cruise booking. The company is not responsible for the accuracy and relevance of the currency conversion indicated on the Website.

5.3. Information published on the Website may contain inaccuracies and typographical errors. In particular, the Company does not guarantee accuracy, nor is it responsible for inaccuracies in information and descriptions of cabins, liners and other tourist services displayed on the Website (including, but not limited to, photos, lists of amenities in cabins, general descriptions of services), since most of the data is provided by Partners.

5.4. The User understands that information and materials about travel offers provided on the Website, including but not limited to cruise schedules, information about cruise routes, may be subject to modifications. Although the Company makes efforts to ensure the relevance and authenticity of the content of the Website, the Company cannot guarantee the authenticity of such content. The Company is not responsible for the accuracy and relevance of this data.

6. BOOKING CANCELLATION TERMS.

6.1. When you book travel services on the Website, you accept the rules specified in Section 4 of the Booking Procedure of these Website Terms and Conditions.

6.2. The terms and procedure for cancellation of travel services are subject to the cancellation policies of the Company's Partners.

6.3. All cancellations of travel services must be made in writing and will only become effective upon receipt of written notice from the Partner.

6.4. Each Company Partner's cancellation policies and any other policies (regarding age requirements, security deposit/damage deposit, extra charges for group bookings, extra beds, breakfast, pets, authorized cards, etc.) can be found on our Website, in the "Cruise Lines" Section: on the Partners' websites, where the User will find detailed information on the terms and procedure for cancelling the booking of travel services.

6.5. In the event of booking cancellation or no-show, any cancellation/no-show charges and any refunds will be subject to the Partner's cancellation/no-show policy.

6.6. If you book travel services by paying in advance (including all components of the price and/or damage deposit, if applicable), the Service Partner may cancel the booking without notice if it is unable to receive the balance by the specified date. If the Partner does so, any non-refundable payment made by the User will be refunded at Partner's sole discretion. It is the User's responsibility to ensure that payment is made on time (that your bank,

debit or credit card details are correct and that there are sufficient funds in the User's account).

6.7. If the User allows for the possibility that they will not arrive on time, please contact the Partner and let them know, or contact the Company and let us know, and the Company will in turn inform the Partner when they can expect the User so that the Partner does not cancel your booking. If the User is late, the Company is not responsible for the consequences (for example, the cancellation of the User's booking or any fees that may be charged by the Partner).

7. INTELLECTUAL PROPERTY

7.1. All components of the Website and the entire Website are owned by the Company and are protected by legislation in the field of protection of intellectual property rights. All rights reserved.

7.2. The User undertakes not to take actions that violate the intellectual property rights of the Company, including, but not limited to: modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from materials, design elements or content of the Website. The use of the Company's content, materials, and other objects of intellectual property rights for any purpose is strictly prohibited.

7.3. The User undertakes not to decipher, decompile or otherwise try to obtain the source code or main algorithms of the Website or its parts.

7.4. If the User has reason to believe that his intellectual property rights are violated by any content of the Company's website, the User undertakes to notify in written accordingly at robot@center.cruises.

8. LIABILITY OF THE PARTIES

8.1. For a failure to perform or improper performance of obligations under these Terms, the Company and the User shall be liable in accordance with applicable laws, unless otherwise provided for by these Terms.

8.2. The User undertakes not to violate or attempt to violate the provisions of these Terms. If the Company, in its sole discretion, determines that the User has violated or attempted to violate these Terms, then the User's access to the Website may be terminated.

8.3. The User hereby agrees to indemnify and hold the Company harmless from any claims or demands, including reasonable attorneys' fees, by any third party in connection with or as a result of the User's violation of these Terms, any law or the third party rights.

9. MODIFICATION OF THE TERMS

9.1. The Company has the right to modify or supplement these Terms from time to time without any special notice by posting a new version of the Terms on the Website. The new version of the Terms shall become effective as of the date of its posting on the Website, unless otherwise provided by the new version of the Terms.

If you have any questions about the Terms or the Website, please email us at: robot@center.cruises.