

UBERSOCA CRUISE 2024 GUEST RESERVATION TERMS & CONDITIONS

This agreement sets forth the terms and conditions under which Ubersoca Ltd (“USC”), a Bermudian company, agrees to provide Ubersoca Cruise (the “Cruise”), in return for your payment of the amounts indicated in your reservation confirmation.

By making your reservation and delivering payment for your Cruise you consent to be bound by this Ubersoca Cruise 2024 Guest Reservation Terms and Conditions (“T&Cs”) and acknowledge that you accept the T&Cs on behalf of yourself and all other persons travelling under your reservation.

These T&Cs contain important limitations on your rights which limit our liability and your right to sue and is legally binding and separate from the Cruise Line or Supplier Passage Contract Ticket issued.

USC may amend the T&Cs at any time. Any amendments will become effective immediately once posted on our website. The “Last Updated” date above will tell you when the T&Cs were last revised. To the extent that these T&Cs differ from a prior version of the T&Cs which you previously agreed to, this version of the T&Cs supersedes and governs.

1. **MINIMUM AGE: YOU MUST BE AT LEAST 21 YEARS OF AGE** to attend the Cruise.
2. The passenger who places a reservation for a stateroom onboard the Cruise will be considered that stateroom’s “Primary” Guest and is the “owner” of the reservation. **Additional Guests will be under the “Primary” Guest. Any changes up to and including cancelation and/or modification of the cruise are the responsibility of the “Primary” Guest.**
3. **NO REFUND/CANCELLATION POLICY:**
 - 3.1 **ALL PURCHASES ARE FINAL AND NON-REFUNDABLE ONCE MADE. THERE ARE NO REFUNDS FOR CANCELLATIONS, REGARDLESS OF THE REASON AND ALL DEPOSITS AND PAYMENTS ARE NON-REFUNDABLE! FOR THIS REASON, WE STRONGLY RECOMMEND THAT YOU PURCHASE TRAVEL INSURANCE! TRAVEL INSURANCE IS PROVIDED THROUGH IMG A 3RD PARTY INSURANCE PROVIDER.**
 - 3.2 As a courtesy, USC offers Passengers within the same reservation the ability to split the cost between Passengers and additionally offers subsequent monthly payment plans depending on when the reservation was created. If a guest with an assigned payment responsibility within the reservation cancels, regardless of the reason, that guest will be responsible for covering his/her entire balance at the time of cancellation. If that guest refuses to pay their outstanding balance, it then falls on the Primary to pay for the entire balance, agree an amicable plan with the other remaining members of the cabin to cover the cancelled guest’s portion either in full or split the balance owed into the monthly payments for the remaining members of the group.
 - 3.3 If you or any of the Passengers within a reservation find a replacement for the person cancelling their reservation, we can honour a name change subject to a US\$250 name change fee. Once the new guest is added, they can take over the payment responsibility from the previous guest and pick up where they left off, however, we will not refund any previously paid portions to any Passengers regardless of the reason.
 - 3.4 As a Primary, if you are in a double occupancy room and your cabin mate cancels, they will be asked to pay their remaining balance or find a replacement at which time either party will cover the ‘name change fee of US\$250. If a guest refuses to pay off their balance, or find a replacement, the responsibility falls on the Primary to find the replacement, pay the US250 “name change fee,” or pay the double occupancy rate and remain in the room as a single occupant. Based on the terms and

conditions, Primaries cannot cancel out of the stateroom.

3.5 If you wish to cancel without a refund, all cancellation requests MUST be submitted in writing via email to teamusc@ubersocacruise.com.

4. **TRIP/TRAVEL INSURANCE:**

4.1 It is strongly recommended that you purchase travel insurance and/or trip cancellation insurance which USC offers through various insurance carriers. Many policies protect against financial loss due to non-refundable costs and fees due to unexpected cancellations and travel/medical emergencies. Each policy varies in scope, and it is your responsibility to pay close attention to the coverage offered. For your convenience, you will be presented with your Travel Insurance options after you've booked your cabin.

4.2 The individual insurance carrier is the insurer not USC, and therefore USC is not responsible for the coverages offered, services provided, or claims for any travel insured.

4.3 By accepting these Terms and Conditions, you acknowledge that you have been offered travel and cancellation insurance and understand the risks of not purchasing and benefits of purchasing it.

4.4 Any Passengers that are interested in purchasing insurance please visit either the link for your free quote.

4.5 In the event of cancellation, you must first contact Ubersoca Cruise in writing by sending an email to teamusc@ubersocacruise.com. Then, you must contact iTravel directly at +1 (866) 347 6673 or +1 (317) 655 9798 or www.iTravelInsured.com to submit a claim and request a refund. For questions and to purchase iTravel travel insurance, please contact iTravel using the contact information above.

5. **UNLIMITED OPEN BAR EXPERIENCE: ALL 2024 CABIN PRICES INCLUDE THE COST OF UNLIMITED OPEN BAR EXPERIENCE (see website for details).** Passengers must be at least 21 years of age at time of sailing to purchase any alcoholic package and to consume alcohol. Packages may not be shared and are non-transferable and non-refundable. Eligible guests are entitled to two beverages per person per transaction. Includes premium spirit brands, cocktails, beer, pop, juices, and wines by the glass up to \$15 value. Any items over \$15 USD will receive a \$15 USD discount and the guest will be charged the difference to their account. A 20% discount will be given on non-select bottles of wine (champagne and sparkling included), Wine and Spirit Experiences, Connoisseur Collection beverages, tastings and flights purchased on board. **Does not include Wine and Spirit Experiences, tastings or flights, Starbucks, Ice Bars, room service, package sales, bottled water, ship specific promotions, Connoisseur Collection beverages, bottled wine, mini bar purchases, fresh squeezed juices, wine dispenser, energy drinks or vending machines.** Brand availability may vary by ship and season. A 20% gratuity and beverage service charge will be added to all package purchases. Guest's folio may reflect applicable VAT and/or taxes for certain ports or itineraries. No substitute for package is applicable if guest cannot consume all beverages included. Other terms and conditions may apply. Please note that rates are subject to change at any time at the discretion of Cruise Line.

6. **CRUISE ITINERARIES**

6.1 The itinerary for **USC 2024 (October 21-27, 2024)** is posted on the website. To avoid disappointment, we recommend that Incoming flights arrive no later than **Sunday, October 20, 2024**. This will enable you to attend our Official USC Pre-Party and allow ample time for you to be checked in and onboard by 2:00pm the next day on **Monday, October 21, 2024**. We recommend Outgoing flights home after the Cruise should depart on **Sunday, October 27, 2024**, after 1:00 pm.

6.2 **RIGHT TO CHANGE ITINERARY:** USC and/or Cruise Line reserve the right, at any time, to change the cruise itinerary without notice and in their sole discretion. **SUCH CHANGE SHALL NOT CONSTITUTE A CANCELLATION.** In this case, USC and/or Cruise Line will NOT be responsible for any loss or expenses caused by reason of such changes or abandonment. Refunds will NOT be made to passengers who elect not to complete the cruise for any reason or cause whatsoever.

7. **CABIN RATES, PORT TAXES, FEES, GRATUITIES & ADMIN FEES**

- 7.1 Cabin rates **INCLUDE** stateroom accommodations, most meals (excluding Specialty Restaurants), Unlimited Open Bar Experience, Pre-Party, and all onboard/onshore USC events.
- 7.2 Cabin rates **DO NOT INCLUDE:** meals at Specialty restaurants, Government Port Taxes, Fees, Gratuities and Admin fees of \$399 per person, however, these fees are financeable and included in your monthly payments.
- 7.3 Cabin Rates are per person based on stateroom occupancy (cabins can hold either 2, 3, 4, 6 or 8 people).
- 7.4 Cabin Rates are based on double occupancy. Any guest who travels alone in a cabin ('single occupancy' cabin) is still required to pay the double occupancy rate.
- 7.5 Cabin rates and availability are subject to change at any time, without notice.
- 7.6 Please note that inventory in the online cabin price grid may not denote real-time availability.

8. **SCHEDULE OF CHARGES & FEES**

1	Unlimited Open Bar Experience	Included in cabin price
2	Govt Port Taxes, Fees, Gratuities & Admin Fees	\$399 per person
3	Name Change Fee	\$250 per change (up until Sept 15, 2024), \$450 per change thereafter
4	Stateroom Change Fee	\$250 per change (up until Sept 15, 2024), \$450 per change thereafter
5	Late Payment /Declined Credit Card Fee	\$35 per late/declined transaction
6	Chargeback Processing Fee	\$100 per chargeback
7	Wire Transfer Fee	\$50 per transfer

9. **MONTHLY PAYMENT PLANS:**

- 9.1 For passengers who are unable to pay for their cruise in full at the time of purchase, we offer, as a courtesy, a payment plan that will divide your payment into monthly instalments based on the date of which you book. You will receive a payment schedule which details the payment plan including the automatic monthly instalments and the dates on which payments are due. Payments are normally taken on the last or first day of the month but this can vary depending on whether such falls on a business day, holiday or weekend. In the event your account falls into arrears, you hereby consent to the deduction of payments at any time until your payments are fully current.
- 9.2 A non-refundable deposit (based on the number of passengers in your stateroom) is due at the time of booking for each guest as follows:

Cabin Category	Deposit Amount
Inner Soca (Interior)	\$250 per person
Calypso (Oceanview)	\$350 per person
Bacchanal (Balcony)	\$450 per person
Uber Suites	\$550 per person
The Haven Owner Suites and above	\$650 per person

- 9.3 Your remaining cabin balance will be split into equal monthly payments which will be debited on either the 30th or the first day of each month after your initial deposit is paid with your final balance due no later than September 1, 2024. Late payments attract a late fee of \$35 per late payment.
- 9.4 Monthly payments will be automatically charged to your credit card on file on either the 30th or the first day of each month. It is your sole responsibility to know your due dates for payments. Payment reminders will not be sent. USC reserves the right to cancel reservations that fall into arrears.
10. **CREDIT CARD USE:** Please ensure that your credit card information attached to your profile is always up to date. To change your credit card number on file, simply log into your USC account and update your credit card information. Guest acknowledges and agrees that if a credit card other than their own is utilized for processing a transaction, an email must be sent from the credit card holder's email address explicitly confirming their consent to authorize the transaction for the specified amount and reservation number.
11. **WHEN ALL PAYMENTS ARE DUE:** Full payment is due from all passengers by **SEPTEMBER 1, 2024**.
12. **CABIN UPGRADES / DOWNGRADES:** Passengers may upgrade to higher cabin category at any time, subject to availability. Downgrades are not permitted.
13. **LATE PAYMENTS & DECLINED CREDIT CARD FEES:** A late fee of \$35.00 per person will be added to your reservation if your credit card on file is declined or if your payment is not received by your due dates listed on your invoice. If your reservation remains unpaid at any time, USC reserves the right to cancel your reservation without refund.
14. **CHARGEBACKS:**
- 14.1 In the event you feel an error has been made on your USC financial statement, we kindly request that you contact teamusc@ubersocacruise.com so that we can investigate and resolve the issue. **PLEASE DO NOT EXECUTE A CHARGEBACK.** Active Passengers who enter false debit/credit card chargeback claims may be subject to cancellation of the entire reservation without refund which could affect your ability to sail on future Ubersoca Cruise sailings.
- 14.2 **YOU ACKNOWLEDGE AND AGREE THAT BY ACCEPTING THESE T&Cs, THAT UBERSOCA CRUISE IS NON-REFUNDABLE AND THAT YOU HAVE AUTHORISED PAYMENTS TO BE TAKEN FROM YOUR CREDIT CARD UNTIL FULL PAYMENT IS RECEIVED IN RESPECT OF YOUR CRUISE RESERVATION. YOU FURTHER AGREE THAT ANY PAYMENT ISSUES MUST BE RESOLVED DIRECTLY WITH USC. CHARGEBACKS, DISPUTES, RETRIEVAL FILED DIRECTLY WITH THE BANK CONSTITUTE A BREACH OF CONTRACT PURSUANT TO THE NON- REFUNDABLE PAYMENT TERMS AND WILL BE ASSESSED A FEE OF \$100 PER CHARGEBACK.**
15. **NAME CHANGES /STATEROOM CHANGES:**
- 15.1 **RESERVATION CHANGES BY PRIMARY ONLY:** The passenger who places a reservation for a stateroom will be considered the "Primary Guest" and is the "owner" of the reservation. The Primary Guest is solely responsible for initiating or authorizing changes to the reservation and must agree in writing to any changes made to the reservation, by emailing teamusc@ubersocacruise.com.
- 15.2 All NAME and STATEROOM changes must be made prior to September 15, 2024 and will be assessed an administrative fee of \$250 per NAME or STATEROOM change. Any name/stateroom change requests made after September 15th, 2024 are at the sole discretion of USC and will be

charged a fee of \$450 per change. No name/stateroom changes can be made after October 1, 2024.

- 15.3 The Primary guest is not allowed to change their name within the reservation. At least one “original” and/or Primary guest’s name must remain on the reservation. If all original passengers cancel, this is considered a full cancellation without a refund, and name changes will not be allowed. An original name is one that has been added to your reservation at the time of your initial deposit or payment.
- 15.4 In all cases of name changes, the NEW passenger must agree to take over the payments from where the previous guest left off. The Original passenger and the passenger replacing him/her shall be responsible for refunding any amounts which are due to each other. The cost of the name change fee shall, however, be paid directly to USC. Changing all the passengers’ names from one room to another in the form of a downgrade is not permitted. A downgrade is considered a cancellation of your original reservation. USC cannot facilitate any outside agreements in the event of a name change.
- 15.5 Stateroom Occupancy Change Rates are based on the number of people in your cabin. Changes in occupancy will result in a rate increase, or decrease, depending on the type of change.
- 15.6 **ROOM SERVICE SURCHARGES:** Room service is available any time of the day or night – simply order from the room service menu located in your stateroom/suite (service charge of \$9.95* applies). A 20% gratuity is additional and will automatically be added to your check. Our new room service menu features several upgraded selections including a Wagyu Beef Hamburger, Philly Cheesesteak and Grilled Salmon with Cucumber Mint Yogurt and Roasted Asparagus.
16. **INOCULATION & HEALTH:** All passengers must ensure that they are medically and physically fit for travel. USC bears no responsibility in the event you fail to meet the medical requirements for travel. The CDC, the World Health Organization (WHO) and the Cruise Lines provide guidelines as to which vaccinations are required in each country. In many cases, inoculations are recommended but, in some circumstances, they are required. We recommend that you check with your health care professional, or a Travel Medicine Specialist certified by the WHO for guidance. Other informational resources can be accessed at the CDC’s website or toll-free at 1-877-FYI-TRIP, and the WHO website.
17. **VACCINATION REQUIREMENTS AND OTHER RULES:**
- 17.1 Cruise Line has established protocols and procedures related to public health and safety, as may be updated, revised, amended or otherwise changed from time to time by Cruise Line (“Cruise Line’s Public Health Protocols”) in order to mitigate against the spread of SARS-CoV- 2/COVID-19. You agree to:
- (a) comply with Cruise Line’s Public Health Protocols as they may be updated from time to time which may include mandatory SARS-CoV-2/COVID-19 testing and/or vaccination requirements. The requirements imposed on Passengers will be consistent with those generally imposed on Cruise Line’s cruise passengers at such time.
 - (b) comply with all laws, regulations, codes, or ordinances established by any governmental and/or regulatory authority having jurisdiction over the Cruise or the Vessel, including but not limited to, any laws, regulations, codes, ordinances, or public health guidelines pertaining to SARS-CoV-2/COVID-19 or other communicable disease. To the extent that any applicable law, regulation, code, ordinance, guideline, or other governmental requirement is inconsistent with Cruise Line’s Public Health Protocols, you agree to comply with the stricter requirement.
 - (c) complete any COVID-19 related acknowledgements and comply with any COVID-19 related requirements as are implemented on you generally, which may include but not necessarily be

limited to providing proof of negative COVID-19 test result and/or vaccinations.

17.2 USC bears no responsibility for Covid-19 requirements that the Cruise Lines, travel suppliers, governments and regulatory agencies may impose from time to time, such as required vaccinations, health affidavit forms, Covid-19 screenings prior to departure, during travel and upon arrival, face coverings or quarantines. You assume full and complete responsibility for checking and verifying your compliance with Covid-19 and other travel related requirements of your destination and your connecting points, and all conditions regarding health, safety, security, political stability, and labour or civil unrest at such destination. For the latest Cruise Line, travel supplier or government rules, check the websites of the applicable Cruise Line, travel supplier and government agency, and keep checking as the rules are constantly changing and USC is not responsible for those changes or boarding denial resulting from your failure to comply.

18. TRAVEL DOCUMENTS, PASSPORTS & PROOF OF CITIZENSHIP

18.1 All passports, visas and other travel documents required for embarkation and disembarkation and at all ports of call or otherwise required to gain entry to all countries are your sole responsibility. It is your sole responsibility to identify and obtain all required travel documents and have them available when necessary. These include valid travel documents such as a passport, visa, inoculation certificate and family legal documents are required for boarding vessels and country entry and/or re-entry. Passengers who do not possess the proper documentation may be prevented from boarding their flight or vessel or from entering a country and may be subject to fines. No refunds will be given to individuals who fail to bring the proper travel documents. All international travel generally requires a valid passport. Visas may be required, depending on the destination. Citizens of countries other than the U.S. should contact an embassy or consulate of the destination country for specific entry requirements.

18.2 We strongly recommend that all passengers travel with a passport (valid for at least six months beyond the completion of travel). Having a valid passport will enable you to fly from the U.S. to a foreign port in the event you miss your scheduled embarkation, or to fly back to the U.S. should you need to disembark the ship mid-cruise for any reason.

18.3 USC accepts no responsibility for any delays you may encounter due to your incomplete or incorrect travel documents, nor shall USC or the Suppliers have any liability. Should you fail to possess valid documentation, you will be denied boarding or entry and will not be entitled to any refund or compensation. Your full compliance with all customs regulations and all local and national laws is your own responsibility and USC nor travel suppliers bear any liability for your non-compliance.

19. **CANCELLATION BY USC ENTERTAINER(S):** USC has entered into separate performance agreements with each entertainer on USC to perform in accordance with the confidential terms specified therein. However, neither USC nor Cruise Line shall be liable or responsible for the failure of any artist or musician to appear on board or to perform pursuant to his/her agreement. Further, neither USC nor Cruise Line shall be liable or responsible for any loss, damage, cost, or expense of any kind to any Passenger or any other person or entity in the event that such performance is prevented or such loss, damage, cost, or expense is caused by or results directly or indirectly from a Force Majeure Event, Force Majeure Events or other cause or circumstance beyond USC's control. In the event of any failure of contracted artists to perform during the cruise, USC, in its sole discretion, may engage a replacement artist(s) or may change, postpone, or terminate all or any part of the Cruise or the entertainment program or change the program or itinerary. In such case, USC shall have no liability to any Passenger for any loss, damage, cost, or expense whatsoever by reason of such change.

20. FORCE MAJEURE

20.1 If USC or Cruise Line is forced to cancel the Cruise due to an Act of God, breakdown of the Vessel, pandemic, epidemic or other health emergency (including SARS-CoV-2/COVID-19 and/or any other communicable disease), hostilities, blockades, labour conflicts, strikes aboard or ashore, restraint of rulers or princes, war, fire, collision, directions of underwriters, arrest, order or restraint by governmental authorities or others, acts of terrorism, civil commotions, weather conditions and considerations of safety of the Vessel (of which the Master shall be the sole judge), foundering of the Vessel or breakdowns of or damage to its hull, machinery and fittings, inability to secure or failure of supplies including fuel, requisition of the Vessel or other circumstances beyond USC's and/or Cruise Line's control (including but not limited to a change in Cruise Line's fleet deployment caused by any of the aforementioned events) (collectively such causes shall be referred to as "Force Majeure Events" and singularly as a "Force Majeure Event"), the sole liability of USC shall be for a refund of all monies paid by you to USC hereunder for all obligations not then performed.

21. POSTPONEMENT OR CANCELLATION OF CRUISE BY USC AND/OR CRUISE LINE:

21.1 In the event of an occurrence of a Force Majeure Event or Force Majeure Events or for any other reason whatsoever beyond the control of USC or Cruise Line, USC and/or Cruise Line in their sole discretion may cancel, advance, postpone or reschedule any scheduled sailing or call at any port and may (but is not obligated to) substitute another vessel, and neither Cruise Line nor USC shall be liable for any loss whatsoever to passengers by reason of such cancellation, advancement, postponement, rescheduling or substitution. Thereupon, USC shall return to you:

21.1.1 **if the Cruise is completely cancelled**, you will have the option to choose between (a) a full refund of your cabin fare, prepaid gratuities, related taxes and fees, upgrade and add-ons (the "Paid Value"), or (b) a Future Cruise Credit of the Paid Value for use on a subsequent USC sailing. Refunds will be sent to the original method of payment used at the time of purchase. Future Cruise Credits will be held in your online reservation account.

21.1.2 **if the Cruise is partially cancelled**, you will have the option to choose between (a) a partial refund of the Paid Value and (b) a Future Cruise Credit of the Paid Value.

21.1.3 **if the Cruise is postponed to a later date/rescheduled**, your reservation will be automatically transferred to the same category of cabin (if applicable) on the rescheduled Cruise.

21.1.4 **if the Cruise is postponed to a later date/rescheduled and you are unable to attend the rescheduled sailing date**, a Future Cruise Credit of the Paid Value will be issued.

21.2 If the Cruise is postponed to a later date, it means USC is still working to determine the date of the rescheduled Cruise. **THIS IS NOT A CANCELLATION.** In the meantime, your Cruise reservation is still valid, and no further action is required. When USC reschedules the Cruise, USC will notify you of the new status and explain your options. Please note that any refund and/or credit policies are determined by USC on a Cruise-by-Cruise basis and may be subject to limitations. In either event, USC shall have no further liability for damages or compensation of any kind.

21.3 A POSTPONEMENT OF THE CRUISE TO A LATER DATE AND/OR RESCHEDULING OF THE CRUISE DOES NOT CONSTITUTE A CANCELLATION. FULL REFUNDS ARE ONLY AVAILABLE IN THE EVENT OF A COMPLETE CANCELLATION AND PARTIAL REFUNDS (WHERE APPLICABLE) IN THE CASE OF A PARTIAL CANCELLATION OF THE CRUISE. REFUNDS ARE NOT AVAILABLE IN THE EVENT THE CRUISE IS POSTPONED TO A LATER DATE OR RESCHEDULED.

21.4 Please note that the availability of any refund for travel insurance and/or other travel products (airfare, hotel, car rental), even if purchased in conjunction with the Cruise, will be determined in accordance with the applicable travel supplier's cancellation policies for such other products or

services.

- 22. SAFETY WHILE IN PORTS OF CALL AND ONBOARD:** You assume sole responsibility for your own safety onboard and in any port of call. USC does not guarantee your safety at any time. You may find information about the scheduled ports of call through the U.S. Department of State, Centers for Disease Control (CDC) and other governmental and tourist organizations. USC and the other Releasees assume no responsibility for gathering and/or disseminating any such information. You acknowledge that all shore excursions and tours, however, conducted, airline flights and ground transportation, and any ship physician, nurse and onboard concessions (including, without limitation, gift shops, spa, beauty salon, fitness center, golf and art programs, and video/snorkel concession) are operated by independent contractors. USC neither supervises nor controls their actions, nor makes any representation, whether express or implied, as to their suitability. These services are provided only as a convenience for you, and you are free to use or not use them. You agree that USC assumes no responsibility, does not guarantee performance and in no event, shall be liable for any negligent or intentional acts or omissions, loss, damage, injury or delay to you and/or your property in connection with these services. You use them at your own risk.
- 23. PASSENGERS WITH SPECIAL NEEDS:**
- 23.1 USC is committed to providing its Passengers with an unrivalled vacation and does not discriminate on the basis of disability. By booking the Cruise, you warrant that you, and those travelling with you, are physically fit to travel at the time of embarkation. Boarding will be denied to any person who will enter her third trimester (twenty-seventh week) of pregnancy by the time of the Cruise or during the cruise. You must notify USC at the time of booking of any disability or other medical or physical condition that may require special assistance during the Cruise. Your failure to do so will release USC from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. USC and Cruise Line reserve the right to require that any passenger who is not self-sufficient must travel with a companion who shall take responsibility for any assistance needed during the Cruise and in case of emergency.
- 23.2 To provide USC and the Suppliers with sufficient time to accommodate your needs, if you have special needs or require special medical care, equipment or accommodations, a sign interpreter or service animal, please notify USC at the time of your first booking and in any event no later than 60 days prior to cruise or vacation and please complete and deliver to USC the Guest Special Needs Form, which is available on request and on USC' website. If USC does not receive sufficient advance notice, USC will make reasonable efforts to notify and work with the Suppliers to provide your requested accommodations, equipment or services, but we cannot guarantee that they will be provided. While USC does not require information about the type or extent of your disability, the more information you can share with USC about your specific needs, and the sooner you do so, the better USC will be able to accommodate you.
- 24. REFUSAL OF PASSAGE:** USC acts only as a sales and marketing agent for the purpose of booking travel arrangements on Cruise Line and various airlines. USC expressly disclaims any responsibility for personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent. Participation on the Cruise may be denied to any person who, in USC's or [cruise line]'s sole discretion: (1) is or becomes in such a condition as to be unfit to travel; (2) is dangerous or obnoxious to others, or (3) is inadmissible under the laws of any country of debarkation. In addition, USC and [cruise line] reserve the right to refuse passage, disembark or confine to a stateroom any person whose physical or mental condition or behaviour they consider, in their sole discretion, to constitute a risk to the person's own well-being or that of any other person. USC shall have no liability to any such person or any third party arising out of any such decision. Any costs resulting from USC's and/or [cruise line]'s decision, including, without limitation, costs of lodging and transportation, shall be the responsibility solely of the person.

25. **DECISIONS OF CRUISE LINE:** You will receive the Cruise Line's Standard Contract of Passage Terms and Conditions (the "Cruise Line Passenger Contract") via your online check-in, the terms of which you agree to by sailing on the Cruise. The Cruise Line Contract constitutes your agreement with Cruise Line. The Cruise Line Contract provides that Cruise Line may exercise its rights in a variety of matters, including, without limitation: Its right to alter the ship's course, ports of call, and itinerary, activity and shore excursions, for reasons set forth therein. USC shall not be liable to you or any third party for any claim or cause of action arising, directly or indirectly, in whole or in part, out of Cruise Line's exercise of any of its rights as provided in the Cruise Line Terms. Without limiting the foregoing, USC shall not be liable to any Cruise passenger for a full or partial refund of any Cruise fare, or for any lodging or transportation expenses, as a result of Cruise Line's exercise of its contractual rights.
26. **LUGGAGE:** Each passenger may bring onboard a reasonable amount of baggage. All luggage must be stored in the passengers' stateroom. Pets, dangerous or illegal items such as weapons, explosives, combustible substances, non-prescription controlled substances, or illegal drugs may not be brought on board the ship. Any such items shall be surrendered to security at embarkation and may be disposed of at the sole discretion of [cruise line]. All luggage, hand-carried or checked, and your person are subject to security inspections that may involve physical search. Curbside porters are available at the pier during embarkation to take luggage to the vessel. Please be sure each piece of luggage is locked and has a tag listing your name, ship, and stateroom number. [cruise line] and USC assume no responsibility for carry-on luggage. Any luggage left at the pier will be forwarded at the passenger's expense. Claims for luggage loss or damage must be made in writing to debarkation personnel prior to leaving the pier area.
27. **RELEASE AND AUTHORIZATION FOR USE OF IMAGE, NAME, VOICE AND LIKENESS:**
- 27.1 You understand that USC hires photographers and camera staff that will be producing promotional, advertising and publicity pictures, video and materials for USC during your vacation and that by making your reservation, making payment to USC and by entering the Vessel, airplane, hotel or resort where your USC vacation will take place, you are willingly consenting to the use of your image, name, voice and likeness acquired during your vacation by USC and/or by its assignees, licensees, independent contractors, employees, successors or associated entities (collectively "USC"). You further hereby acknowledge that while within the Vessel, airplane, hotel or resort, you agree to be photographed and filmed and that your voice can be recorded. Nothing herein binds USC to use or not use your image, name, voice and likeness and you will not receive any compensation.
- 27.2 You further agree in exchange for USC and the Supplier granting you access to the Vessel, airplane, hotel or resort where your USC vacation will take place and for receiving the benefits, services and amenities provided during your vacation, you grant to USC the full unencumbered right in perpetuity and throughout the universe to use your photograph, image, name and likeness in video, and voice in any media of any of kind now known or hereinafter devised, including the right to assign and authorize your photograph, your image, name and likeness in video, for USC' promotion, advertising or any other lawful purposes, without limitations, at USC's sole discretion, including the right to edit, combine with other materials or create any type of derivative materials thereof for the purpose of trade, advertising, sales, publicity, promotional, training or otherwise, without compensation to you. All rights in and to the intellectual property created thereof shall be owned by USC. You further hereby waive any right of droit morale that may be afforded you under the laws of any country and waiving the rights to arrange, adapt, change, modify, limit or deny use of your photograph, video, likeness and voice.
- 27.3 This release and assignment of rights and authorization includes all rights under any law, statute, or regulation now known or hereinafter devised, for the use of the materials, copyrights or

trademarks, and/or any other legal or equitable intellectual property right to the use or control thereof anywhere in the World. You acknowledge that you have received good, fair and adequate consideration for this authorization.

- 27.4 You hereby agree to release USC from any and all liability of any kind during the filming from point of arrival and check-in, initial embarkation, all areas of the Vessel, airplane, hotel or resort and in all ports and destinations up to and including final disembarkation. Your release of liability extends to any claims and costs that may arise based on the grant of the use of your photograph, video, likeness and voice.
- 27.5 **YOU CERTIFY THAT YOU HAVE READ THIS RELEASE AND AUTHORIZATION AND YOU FULLY UNDERSTAND ITS CONTENTS. YOU UNDERSTAND THAT YOU MAY SEEK ADVICE OF AN ATTORNEY BUT MAY WAIVE THAT RIGHT. YOU ARE AWARE THAT THIS IS A RELEASE, AUTHORIZATION, ACKNOWLEDGEMENT, AND ASSIGNMENT OF YOUR IMAGE, NAME, VOICE AND LIKENESS RIGHTS, UNDERSTAND THAT THIS IS A BINDING CONTRACT, AND THAT YOU GRANT THE RIGHTS STATED ABOVE OF YOUR OWN FREE WILL.**
- 27.6 **IF YOU DO NOT DESIRE TO BE PART OF FUTURE ADVERTISING MATERIALS, YOU MAY RESCIND THIS RELEASE IN WRITING UPON ARRIVAL OR AT ANY TIME PRIOR TO YOUR RETURN FROM THE PROGRAM. AFTER YOUR RETURN, THE RIGHT TO RESCIND SHALL BE FOREVER WAIVED.**

28. **ZERO TOLERANCE POLICIES:**

- 28.1 **DRUG POLICY:** USC and Cruise Line, have a zero-tolerance policy regarding the use, possession, purchase or distribution of illegal controlled substances. Any violation of this policy will result in disembarkation from the vessel as well as the individuals being turned over to the local law enforcement officials for appropriate legal action. In such case, USC and Cruise Line shall not be liable for any refund or other compensation or damages.
- 28.2 **THREATS & VIOLENCE:** USC and Cruise Line , have a zero-tolerance policy regarding threats and violence including verbal or physical threats such as physical actions short of actual contact or injury (moving aggressively into another's personal space), general oral or written threats to people or property and implied threats, violent behaviour including any physical assault, with or without weapons; behaviour that a reasonable person would interpret as being potentially violent (throwing things, pounding one's fist on a desk or door, or destroying property), or specific threats to inflict physical harm. Threats, threatening behaviour or acts of violence against Passengers including Ship staff will not be tolerated. Violations of this policy will lead to cancellation of your reservation, immediate disembarkation, arrest and/or criminal prosecution as appropriate. In such cases, USC and Cruise Line shall not be liable for any refund or other compensation or damages.
- 28.3 **DISCRIMINATION AND SEXUAL HARASSMENT:** USC and Cruise Line have a zero-tolerance policy regarding discrimination and sexual harassment. Unlawful discrimination occurs when an individual's protected characteristic is used as a basis for adverse decisions affecting that individual. Prohibited discrimination includes, but is not limited to, sexual harassment and sexual violence. Discrimination encompasses a wide range of conduct including all forms of unwelcome verbal, physical and visual conduct and displays that are based on any of the above-mentioned protected characteristics and which interfere with performance and/or create an offensive or hostile environment. Following are some examples that may constitute harassment:
- (a) Verbal harassment such as jokes, epithets, slurs and unwelcome remarks about an individual's body, dress, clothing, race, orientation, physical appearance or abilities, derogatory comments, discussions of a sexual nature and/or harassing remarks.
 - (b) Physical harassment such as physical interference with normal activity, impeding or blocking movement, assault, unwelcome physical contact or touching, staring at a person's body, and

threatening, intimidating or hostile acts that relate to a protected characteristic.

- (c) Visual harassment such as offensive or obscene e-mails, instant messaging, web blogs, photographs, calendars, posters, cards, cartoons, drawings and gestures, displays with sexually suggestive or lewd objects, unwelcome letters or notes or any other graphic material that denigrates or shows hostility or aversion toward an individual because of the individual's protected characteristics.
 - (d) Discrimination, sexual harassment or violence against Passengers including Ship and Cruise staff will not be tolerated. Violations of this policy will lead to cancellation of your reservation, immediate disembarkation, arrest and/or criminal prosecution as appropriate. In such cases, USC and Cruise Line shall not be liable for any refund or other compensation or damages.
29. **SMOKING POLICY: SMOKING IS PROHIBITED IN PASSENGER STATEROOMS AND ON BALCONIES.** Violations to this policy will result in a \$250 fine for each occurrence, which will be charged to the passenger's sail & sign account. Clearly marked "Designated Smoking Areas" are available onboard including cigar lounges, a section of the nightclub and casino, as well as a portion of the open decks. As a safety precaution, passengers are reminded to properly dispose of cigarettes, cigars and pipe tobacco, which are never to be thrown overboard. The use of electronic cigarettes is allowed within designated smoking areas only.
- 29.1 **INDEPENDENT CONCESSIONAIRES:** You will find onboard your Cruise, independent concessionaires who operate shops, photography, gaming, etc. USC accepts no responsibility whatsoever for the actions of these independent concessionaires arising from your dealings with them. You must contact and deal or interact with them directly. It is understood and acknowledged that USC is an outside, independent promoter and does not operate the vessel controlled and owned by Cruise Line. In consideration of participating and attending USC, you voluntarily assume all risks while onboard the vessel and release USC of and from any and all liability, actions, causes of action, suits, injury or death, loss or damage of property, claims, attorney's fees and demands whatsoever that may be sustained by you while onboard the vessel. This release shall be binding upon you, and your heirs, next of kin, executors and personal representatives. Your decision to purchase and pay a deposit for this cruise program constitutes your acknowledgment of and consent to all of the terms and conditions of the brochure and website, including the limitations of liability described in it.
30. **VENDING: NO VENDING OF ANY KIND IS ALLOWED** during the cruise unless you are an approved USC sponsor or vendor. This includes, but is not limited to the sale of any goods, products or the provision of spa, salon and hair cutting services, makeup, manicures, pedicures, massages, facials, threading etc. For information on sponsoring, please email teamusc@ubersocacruise.com. Please do not make t-shirts, hats, posters, jewellery, or anything else to sell while enjoying USC. Anyone found in violation of this policy will have his or her unauthorized merchandise confiscated. This policy will be strictly enforced.
31. **MEDICAL CARE:** You assume any and all risks associated with travel and transportation on the Cruise. While at sea or in port, the availability of medical care may be limited and/or delayed. You acknowledge that all or part of the Cruise may be in areas where medical care and/or evacuation may not be available. You agree to fully indemnify and reimburse USC and/or Cruise Line if either USC, in its sole discretion, advances to you the cost of emergency medical care, including medical evacuation and/or medical care provided ashore, as well as transportation and/or lodging in connection therewith. USC shall have no responsibility to advance any such costs. We highly recommend the purchase of travel insurance to cover any unforeseen and unexpected medical expenses.
32. **ROOMMATES / ROOMSHARE PROGRAM:** Your decision to accept a roommate for the Cruise is at your

own risk. USC is not responsible or liable in respect of any and all claims or causes of action arising out of or in connection with the assignment of a roommate for the Cruise, including, without limitation, any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from such assignment. Please note that if you choose a “Female Share” and you are male or vice versa, USC will remove you from that room and USC further reserves the right to cancel the reservation in the event we have no available room shares to place you in.

- 33. “GHOST RIDER” TICKETS:** The sale of “Ghost Rider” tickets is strictly prohibited by USC. If you or a friend needs a roommate, you must contact USC, and all transactions and payments must be handled directly through USC.
- 34. TRADEMARKS:**
- 34.1 All trademarks are the exclusive property of their respective owners. The information contained on this page and in other pages and material relating to the Cruise, including any information regarding celebrity participation and programmed events, is subject to change at any time after notice. The details shown are for informational purposes only. The Released Parties are not responsible for any errors, changes and/or omissions resulting in pricing, inventory or content discrepancies.
- 35. TRAVEL AGENTS:** Passenger acknowledges and confirms that any travel agent utilized by Passenger in connection with the issuance of this ticket is, for all purposes, passenger’s agent and USC shall not be liable for any representation made by said travel agent. Passenger shall, at all times, remain liable to USC for the price of the Cruise.
- 36. LIABILITY FOR DAMAGES CAUSED BY PASSENGER:** You shall be liable to, and shall reimburse USC and Suppliers for, any damage to the Vessel, transport vehicles, hotel, resort or any property of USC or the Suppliers caused directly or indirectly, in whole or in part, by any wilful or negligent act or omission on your part; and you shall further indemnify USC and Suppliers and each and all of their agents and servants against all liability which USC and Suppliers may incur towards any person or USC or government for any personal injury, death or damage to property caused directly or indirectly, in whole or in part, by any wilful or negligent act or omission on your part. You shall be liable to USC and the Suppliers for any fines or penalties imposed on USC or Suppliers by any governmental authorities for your failure to observe or comply with local governmental laws or regulations, including requirements relating to immigration, customs, crime or excise.

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION RELATING TO CORONAVIRUS/COVID-19 AND/OR VARIANT THEREOF AND/OR ANY OTHER COMMUNICABLE DISEASES AND/OR OTHER RISKS

37. ASSUMPTION OF RISKS, HAZARDS AND DANGERS

- 37.1 It is solely your decision to travel, and you are doing so of your own free will and with full knowledge of current travel recommendations and travel restrictions with regards to the risks of Covid-19, any variant thereof and/or any other communicable diseases.
- 37.2 You understand and acknowledge that the risks, dangers and hazards include, but are not limited to:
- 37.2.1 **Health:** executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.

- 37.2.2 **Medical Care:** While at sea or in port, the availability of medical care may be limited and/or delayed and that all or part of the Cruise may be in areas where medical care and/or evacuation may not be available
- 37.2.3 **Premises:** defective, dangerous or unsafe condition of the facilities; uneven surfaces, falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on ship decks or other surfaces, extreme weather conditions; travel to and from the Cruise.
- 37.2.4 **Use of Equipment:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by USC or Cruise Line to provide any warnings, directions, instructions, or guidance as to the use of the equipment; failure to use or operate the equipment within your own ability.
- 37.2.5 **Contact:** contact with sports equipment, poles, stands, nets, fences, gym equipment, or other persons, whether intentional or unintentional, is a common part of the Cruise, and may lead to serious bodily injury including, but not limited to, concussions and/or other brain injury, or serious spinal injury.
- 37.2.6 **Advice:** negligent advice regarding the Cruise.
- 37.2.7 **Ability:** Failing to act safely or within your own ability or within designated areas.
- 37.2.8 **Sports and other Activities:** the games of soccer, cricket, basketball, netball and activities like aerobics, yoga, dance, swimming, ice-skating, laser tag, and their inherent risks.
- 37.2.9 **Cyber:** privacy breaches, hacking, technology malfunction or damage.
- 37.2.10 **Conduct:** Your conduct and conduct of other persons including any physical altercation between other Cruise participants.
- 37.2.11 **Travel:** Travel to and from the Cruise and/or related activities could increase the risk of contracting COVID-19 and/or other communicable diseases.
- 37.2.12 **Negligence:** Your own negligence and negligence of other persons, including negligence on the part of USC or Cruise Line, may increase the risk of damage, loss, personal injury or death. I understand that USC and Cruise Line may fail to safeguard or protect me from the risks, dangers and hazards of the Cruise, some of which are referred to above.
- 37.2.13 **Coronavirus ("COVID-19"):** has been declared a worldwide pandemic. It is extremely contagious and believed to spread by person-to-person contact, or by contact with contaminated surfaces and objects, and by airborne transmittal. People can be infected and show no symptoms and therefore spread the disease and such exposure may result in personal injury, illness, permanent disability or death. The exact methods of spread and contraction are evolving, and evidence shows that COVID-19 can cause serious and potentially life-threatening illness and even death. USC and the Cruise Line has put in place preventative measures to reduce the spread of COVID-19; however, USC and the Cruise Line cannot guarantee that passengers will not become infected with Covid-19 or any mutation thereof
- 37.2.14 **Other Communicable Diseases:** the risk of contracting a communicable disease or illness including, without limitation, exposure to any other bacterial, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after the event, and regardless of how caused or contracted
- 37.2.15 Your failure to comply with the Cruise Line Public Health Protocols, Guest, Health, Safety and Conduct Policy or any applicable or regulatory orders pertaining to SARS- CoV-2/COVID-19 and/or any other communicable disease
- 37.2.16 That your mental and physical condition is appropriate to participate in the Cruise activities and I assume all risks related to my mental or physical condition.
- 37.2.17 That when you participate in Cruise activities, you are responsible for your surroundings and the location and equipment that you select.
- 37.2.18 That if you observe an unusual significant hazard or risk, you will remove myself from participation and bring such to the attention of USC or Cruise Line representative immediately.
- 37.2.19 The risks associated with the activities are increased when you are impaired, and I agree not to participate if impaired in any way.

- 37.2.20 That it your my sole responsibility to assess whether any activities are too difficult for you. By commencing an activity, you acknowledge and accept the suitability and conditions of the activity.
- 37.2.21 That you are responsible for your choice of personal protection equipment (PPE) or other protective equipment and the secure fitting of that equipment.
- 37.2.22 That the above list of risks, hazards and dangers is not intended to be exhaustive.

(collectively, the "Risks")

- 37.3 Notwithstanding the Risks, which you readily acknowledge, you still choose to participate in the Cruise and understand and assume full responsibility for the Risks arising out of or in connection with the Cruise

38. RELEASE / WAIVER OF LAWSUIT / INDEMNIFICATION:

You agree to:

- 38.1 **RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE** USC and/or their current or former respective officers, directors, trustees, affiliates, agents, employees, independent contractors, subcontractors, consultants, advisors, vendors, volunteers, licensees and assignees (collectively "**Releasees**" and each a "**Releasee**") from any and all claims, demands, suits, regulatory complaints, complaints, judgments, losses, expenses, damage, liability and/or responsibility, including, without limitation, reasonable attorneys' fees and costs claim or cause of action arising including claims for personal injuries, death, disease, property loss, or any other losses arising out of or in connection with the Risks, the Cruise, T&Cs and the actions and/or omissions of the Releasees.
- 38.2 **DEFEND, INDEMNIFY, AND HOLD HARMLESS** the Releasees from and against any and all claims, demands, suits, judgments, losses, expenses, damage, liability and/or responsibility, including, without limitation, reasonable attorneys' fees and costs, arising from or out of, or relating to, directly or indirectly from the Risks, COVID-19 exposure, infection, or spread (or any illness or condition related thereto) which might occur as a result of you participating in the Cruise, to the maximum extent permitted by applicable law.
- 38.3 I understand and agree that the obligation to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** the Releasees applies to any and all claims of third parties, including but not limited to members of your household and extended family, which may have been exposed to, or infected by COVID-19, as a result of your participation in the Cruise.

39. GENERAL LIMITATION OF LIABILITY:

- 39.1 You agree to release and hold harmless USC, from and against any claims, demands, suits, regulatory complaints, complaints, judgments, losses, expenses, damage, liability and/or responsibility, including, without limitation, reasonable attorneys' fees and costs claim or cause of action arising out of or in connection with your travel on and participation in the Cruise, including, but not limited to: (1) injury, death or delay of passengers, or loss, damage or delay of or to passengers' baggage or other property, which may be caused, directly or indirectly, in whole or in part, from participation in the Cruise, including, without limitation, passenger's use of or participation in any shore excursion, on board concession or athletic or recreational activity; (2) your request for or selection of a roommate for the Cruise; (3) emotional distress, mental suffering or anguish or psychological injury of any kind under any circumstances; (4) any change in scheduled Cruise events and/or celebrity appearances; (5) Cruise Line's exercise of its contractual rights; or (6) or (if you are entering into this agreement on behalf of yourself and your, group, party, or traveling companions) any claim arising out of their assertion that you were not authorized to agree on their behalf.

- 39.2 You further agree that USC shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by USC, nor for any intentional or negligent acts of Releasees committed while off duty or outside the course and scope of their employment. In the event a court of competent jurisdiction holds any of the foregoing to be unenforceable, then USC's liability shall be limited to the maximum extent permitted by law.
- 39.3 You agree that your failure to comply with any of the provisions, covenants, or conditions of the T&Cs shall be a material breach and that no adequate remedy exists at law if you fail to perform, or breach any of its obligations hereunder, that it would be difficult to determine the amount of damages resulting therefrom, and that such breach would cause irreparable injury to USC. Therefore, USC shall be entitled to injunctive relief to prevent or restrain any breach of this agreement in addition to any other remedies available at law, in equity or otherwise specified herein.
- 39.4 If notwithstanding the above, USC is found liable for any loss or damage relating to your participation in the Cruise, Passenger agrees that such liability shall not exceed the amount paid by the Passenger for his/her Cruise ticket.

40. DISPUTES, CHOICE OF LAW & JURISDICTION:

- 40.1 Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, construction, interpretation, validity, enforcement or termination, shall be governed and construed exclusively in accordance with the procedural and substantive laws of Bermuda without reference to conflicts of law, and the Parties agree to submit any and all disputes, claims and causes of action arising out of or connected with the Cruise, T&Cs and/or USC to a private and confidential arbitration (by a sole arbitrator) in Bermuda pursuant to the Bermuda International Conciliation and Arbitration Act 1993. Such reference shall be made to the exclusion of any other court, venue or jurisdiction. You agree to waive any venue or other objection that you may have to any such action or proceeding being brought in Bermuda.
- 40.2 You agree that any claims will be adjudicated on an individual basis and waive the right to participate in a class, PAGA, collective or other joint or representative action.
- 40.3 Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with the Cruise, but in no event attorneys' fees; and you waive the right to claim any damages whatsoever, including, but not limited to, special, punitive, exemplary, consequential or indirect damages of any kind whatsoever.
- 40.4 You agree to present any claims against USC within 30 days after the Cruise ends and to file within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. For the avoidance of doubt, the Passenger shall not initiate or be part of a class-action lawsuit or legal proceedings against USC.

41. NO THIRD-PARTY RIGHTS: you agree that the T&Cs are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 2016.

42. CONFIDENTIALITY: you agree to keep the terms of this Agreement strictly confidential, including, but not limited to, the amount paid by you in consideration for Cruise, except as may be required by any law, regulation, or legal, judicial, or administrative process or proceeding.

43. ENTIRE AGREEMENT: This Agreement contains the entire agreement between USC and the Passenger and supersedes any other agreements, written or oral, relating to the subject matter herein. Any waiver of any provision must be made in writing and signed by an authorized representative of

USC. If any portion of shall be determined to be invalid, then said portion shall be deemed severed from the Contract in such jurisdiction only and all remaining portions shall remain in full force and effect.