

SOLID SEAVENTURES INC., M/V BIG SKY EXPLORER BOOKING TERMS AND CONDITIONS

1 TERMINOLOGY

Activities – all activities provided directly by Solid Seaventures Inc., excluding excursions and supplementary services.

Applicable Law(s) – means the domestic, or if applicable, international laws which may apply to your trip, your booking(s) and/or the and/or to these Booking Terms & Conditions or arising out of the activities or as otherwise determined by Solid Seaventures Inc.

Booking(s) – a reservation confirmed by Solid Seaventures Inc., for you, against which payment has been made or is due, in accordance with these Booking Terms & Conditions and the delivery of any other applicable terms and conditions which may be incorporated into your booking(s) or carriage whether or not by express reference.

Day(s) – a period of time commencing at midnight and ending after 24 hours.

Dive Insurance – an appropriate and adequate insurance policy that covers all risks and all costs and expenses likely to be incurred as a result of a diving injury, including but not limited to; re-compression chamber treats; air evacuation, loss or damage to person and/or possessions and which is available in the commercial insurance market.

Travel Insurance – insurance coverage for risks associated with traveling such as loss of luggage, delays, and death or injury while in a foreign country.

Group Booking – means a single booking consisting of 6 people or more.

Group Leader – means a person assigned or nominated at the time of booking to act on behalf of and with the authority of, all other named persons on the booking.

Payment – means placing Solid Seaventures Inc. in cleared funds using an accepted payment instrument, in a permitted currency, as indicated by Solid Seaventures Inc. in the Booking Terms & Conditions.

Scheduled Departure Date – the first date upon which your trip commences.

Scheduled Departure Time – the time the vessel is scheduled to depart from the port.

Trip – means your booking(s) with Solid Seaventures Inc.

Vessel – means the boat, yacht or similar that Solid Seaventures Inc. provides for your trip and other activities.

2 PRICES

All prices published are subject to availability at the time of booking. The price quoted to you on the date of confirmation of booking will be the final price payable.

Additional charges such as taxes and fees imposed by the Government or other authorities, which we are obliged to collect from you or pay in respect of your booking, must be paid by you, to us. Taxes and charges mentioned may include, but are not limited to - Government imposed taxes and charges, airport taxes, marine park and port fees or any other charge, fee, tax, cost or similar that has been imposed by parties not limited to Government or other relevant authorities.

Due to volatility of fuel prices, Solid Seaventures Inc. reserves the right to add a fuel surcharge to your booking price, even if the booking has been confirmed and/or fully paid, during a fuel crisis or if the price of diesel surpasses a certain point decided by us. Solid Seaventures Inc. reserves the right to charge an additional fee of USD10 per night per head, even after the booking has been confirmed, or full payment has been made for your trip. We also reserve the right to charge for any significant increase or changes in fees, taxes, currency fluctuations and other related factors.

Single Occupancy

A single supplementary rate of 80% on top of the full price shall be charged on top of the regular rate to secure the whole room (applicable to twin sharing rooms only).

Triple Occupancy on Quad Rooms

Quad rooms may be occupied by no less than three guests with an additional supplementary rate of 20% charged to each guest.

Non-Diving Guests

Non-divers are entitled to a 20% discount off published rates (not applicable to be used in conjunction with any other offers and applicable only to individual bookings). Non-diving guests and guests taking part in other water-based activities including but not limited to swimming and snorkelling must acknowledge that these activities are done at their own risk.

Child Discount Rates

Only children aged 7 and above on the day of scheduled departure are allowed to join the trips. Due to safety reasons, children onboard must be accompanied by a non-diving parent at all times. Children are entitled to a 50% discount off published rates (not applicable to be used in conjunction with any other offers and applicable only to individual bookings) should they be sharing a bed with a parent, and be between the ages of 7 to 11 on the day of scheduled departure.

3 BOOKINGS AND PAYMENT

Any payment made prior to service delivery constitutes acceptance of the stated terms and conditions. All payments should be transacted in US Dollars or in Philippine Pesos, via wire transfer, direct bank deposit, official online payment portal or in Cash. All bank charges and fees including the beneficiary's must be borne by the payer.

To confirm a booking, a down payment of 20% of the total amount is required to be made within fourteen (14) days of reservation. An additional 20% of the total amount is required to be paid no later than two hundred and seventy (270) days prior to the commencement of the trip. A third payment of another 20% must be paid one hundred and eighty (180) days prior to departure date and the final 40% is to be settled no later than ninety (90) days prior to the commencement of the trip. The full amount is required for short notice bookings made within ninety (90) days before commencement of the trip. In the event that full payment is not settled by the payment due dates stated on the invoice, Solid Seaventures Inc. retains the right to cancel or amend a reservation, without any refund.

Group Bookings

Group Bookings are defined as bookings of more than six (6) people booking as a single, cohesive unit. Group bookings will be invoiced as a group, and invoices will be sent to the appointed group leader. All payments must be collected by the group leader, and then forwarded to Solid Seaventures Inc. in a single payment. The group leader will hold the authority to act on behalf of all persons of the group, which includes accepting any communications, correspondences or notices issued by Solid Seaventures Inc. For cancellations and amendments, Solid Seaventures Inc. will only acknowledge communications made in writing by the group leader. Special promotions may be extended for group bookings; for more details please send us an email directly at bookings@solidseaventures.com.

Full Boat Charter

A special rate is available for full boat chartering. For more details please send us an email directly at bookings@solidseaventures.com. The maximum number of passengers for the charter is 28. It will be the charterer's responsibility to find replacements for any individual cancellations in the group. All payments must be collected by the charterer, and then forwarded to Solid Seaventures Inc. in a single payment. The charterer will hold the authority to act on behalf of all persons of the group, which includes accepting any communications, correspondences or notices issued by Solid Seaventures Inc. For cancellations and amendments, Solid Seaventures Inc. will only acknowledge communications made in writing by the charterer.

4 CANCELLATION, AMENDMENTS AND REFUND POLICY

Cancellations and amendments made to all types of bookings (individual, group or full charter) must be made in writing by you at the earliest opportunity to avoid any misinterpretations or miscommunications, and will only take effect upon receipt by Solid Seaventures Inc. Amendment request will be accommodated only subject to availability.

Guests who cancel their bookings for any reasons, including medical reasons, are subject to receive refund based on the policy outlined below:

Days to Scheduled Departure Date	Cancellation Charges
First 48 hours upon confirmation	FREE
Up to 181 days to departure date	20% or FREE if credited for rebooking
61 to 180 days to departure date	50% or 20% if credited for rebooking
60 days or less to departure date	100%

Refunds will be made via bank transfer, and all bank charges and fees will be borne by the payee.

Third party suppliers such as authorized agents, charterers or group leaders that have made group bookings or full charter bookings on behalf of you may have different payment policies of which Solid Seaventures Inc. will have no responsibility over.

5 CHANGES TO BOOKINGS AND ITINERARY

Changes Made by Solid Seaventures Inc.

Solid Seaventures Inc. reserves the right to make alterations to your cruise itinerary should it be deemed necessary.

In the event we are required to make a major change to your overall booked itinerary **before** the scheduled departure date of the trip, you may choose to cancel your bookings with us and receive a full refund, or accept new arrangements or a replacement trip from us of equivalent standard and price, subject to availability.

However, in the case in which a change has to be made by Solid Seaventures Inc. **after** the scheduled departure date midway during the trip, the affected guests will be offered a credit amount to be used on an alternate trip on a different date, which will be valued at a maximum of the total amount of unused days of affected trip.

Changes Due to Force Majeure or Unpredictable Acts of Man

In the event where a change to your booking or trip itinerary is required for reasons beyond our reasonable control (reasons such as but not limited to war, terrorist threats or activities, civil unrest, government or operational restrictions, sanctions, embargoes, natural disasters, adverse or unusual weather conditions, a named storm, unavoidable or unforeseen technical issues or supply problems, etc.), Solid Seaventures Inc. **will not** be liable for any unused portion of your booking, any other costs or expenses you will be incurring or have incurred in connection with your booking (including but not limited to, travel insurance, additional trips, flights, hotels, transfers with other suppliers or other ground arrangements including car hire).

If in any case your foreign office issues a travel warning and advises against travel to the Philippines, Solid Seaventures Inc. will hold on account all payments made to us as credit to be used to change your trip to another date, of the same value, subject to availability.

Solid Seaventures Inc. also operates the vessel at a minimum of fourteen (14) guests per charter. In the event that the minimum number is not attained sixty (60) days before the scheduled departure date, you may be rebooked or transferred to another trip of the same value.

6 TRAVEL DOCUMENTS

You must ensure that you have an international passport valid for travel i.e. sufficient validity of at least six (6) months from expiry, with sufficient number of empty pages, which allows entry and exit, to and from the Philippines.

You must also obtain and meet valid visa requirements for entry into the Philippines, if necessary.

Solid Seaventures Inc. **will not** be responsible for any guest who faces inconveniences to their travel itinerary caused by their failure to ensure that the necessary travel documents are obtained.

Should any guest be refused entry into the country, Solid Seaventures Inc. reserves the right to affect the cancellation policy and the guest **will not** be given a refund. The guest must also bear all expenses incurred during such occurrences.

7 INSURANCE

Dive Insurance

Dive insurance is mandatory for all guests partaking in scuba diving activities offered by Solid Seaventures Inc. Your dive insurance policy should cover scuba diving related injuries and emergency international evacuations. Medical treatments such as hyperbaric recompression should also be included in the coverage.

Dive insurance purchase options is also available for purchase upon boarding. Solid Seaventures Inc. will not be responsible for any expenses that may be incurred due to any inadequate coverage of the dive insurance acquired by you.

Travel Insurance

We strongly advise you to purchase travel insurance to essentially cover yourself against travel risks such as lost or stolen luggage, cancellation cover or unexpected medical expenses.

Solid Seaventures Inc. **will not** accept any liability whatsoever or howsoever caused (whether direct or indirect) for loss of your holiday cost or out of pocket expenses should you fail to obtain adequate insurance for your trip.

8 DIVE CERTIFICATIONS

All guests participating in scuba diving activities with Solid Seaventures Inc. must be able to present their dive certification cards for verification upon boarding the vessel or at request by the Cruise Director. Solid Seaventures Inc. reserves the right to disallow any scuba diving activities by any guests who are not able to present their dive certification cards or to discontinue a guest from diving should he/she not be able to perform scuba dive skills deemed as safe to continue scuba diving throughout the trip.

Guests participating in scuba diving activities have the responsibility in following instructions set forth by Solid Seaventure Inc.'s dive guides during the comprehensive dive briefings or at any point during the trip. In addition, they must demonstrate safe diving techniques at all times.

No refunds will be given to any guest that are disallowed from continuing with scuba diving activities with Solid Seaventures Inc.

Solid Seaventures inc. advises all guests joining a trip to be at least Open Water Diver certified. We also recommend that, in order to make the most out of the trip offered by us on any route, divers should be certified to up to thirty (30) metres, and are comfortable with drift dives.

9 HEALTH AND MEDICAL

All guests are required to sign a medical declaration upon arrival onboard. You must be responsible for obtaining and producing a doctor's clearance that is valid not more than twelve (12) months from your travel date should you have or think you have a medical condition that may require medical attention. We urge you to take health and medical matters seriously, and be responsible for accurate information provided in the medical declaration onboard.

To avoid any delays, additional costs or cancellation of your trip, we strongly advise you to arrange any required doctor's clearance documents before departing from your travel origin.

Food Allergies and Special Dietary Requirements

If you have any special dietary requirements, we will try to accommodate you during the trip. It is important to list down your requirements clearly and communicating it with us no less than one (1) month prior to the scheduled departure date of the trip. The Cruise Director will do best to make arrangements with the kitchen to accommodate your meal requirements.

If you suffer from a severe food allergy, it is important that you are aware that we cannot guarantee an allergen-free meal as the food are prepared in the same kitchen. Traces of ingredients that you may be allergic too may be present. We strongly advise and ask that you speak to your doctor and discuss the potential risks and how you can minimize them, before you decide to confirm the trip. If you have been prescribed an epinephrine/adrenaline auto injector like an EpiPen, make sure you carry this with you at all possible times during the trip. Your medication should be packed in a separate bag, and in its original packaging in case of any emergency.

It is important that you take along the prescription and the doctor's certificate, to be presented to the Cruise Director upon arrival.

Please do note that it will also be your ultimate responsibility to check on the suitability of the food that has been specially prepared for you, at every meal before consumption. You may also bring your own food onboard.

10 EMBARKATION AND DISEMBARKATION

Depending on the trip itinerary that you have booked, you will be kept informed regarding the ports of embarkation and disembarkation, including the time of departure on the scheduled departure date of the vessel.

You are required to meet the timings provided in order to avoid causing any possible delays or partial loss of the trip.

Solid Seaventures Inc. **will not** be liable to provide any refunds to any guest who fails to board the vessel before the scheduled departure time of the vessel from the port. However, should you foresee that you may be arriving late, you should contact the Cruise Manager immediately. The Cruise Manager may try, at his/her discretion, to accommodate your arrival timing, should delaying the vessel's scheduled departure time not affect the trip itinerary.

Check-in and Embarkation

Guests are allowed to check-in from 1400h on the scheduled day of departure of the trip, unless otherwise specified or pre-advised. Departure time of the vessel from the port will be advised upon confirmation of booking. Although we will be providing information on departure timings, there will be instances that the vessel may move later than the planned departure timing due to unforeseen circumstances, despite having all guests onboard. Solid Seaventures Inc. seeks your understanding in allowing us to ensure that all aspects of the vessel and the operations is met before commencing the trip.

Check-out and Disembarkation

Check out time is between 0800h to 1000h on the final day of the trip. Breakfast will be served on board prior to disembarkation. It is important to arrange your travel plans and book your flights with at least 18 to 24 hours surface interval from your last dive to avoid DCS.

11 LIABILITIES

Unless contrary to the Applicable Law(s) or International Convention(s) which are incorporated into the Booking Terms and Conditions, Solid Seaventures Inc. shall not be liable for any loss, damage or similar arising from your booking, trip and any activities whatsoever and howsoever as set out below:

i. Solid Seaventures Inc. **will not** have liability whatsoever whether arising from any activities that you undertake during your trip which may result in personal injury or death.

ii. Solid Seaventures Inc. **will not** have liability whatsoever or howsoever unless caused directly by our gross negligence or wilful misconduct.

iii. Solid Seaventures Inc. **will not** be liable to you under circumstances beyond our reasonable control.

iv. Solid Seaventures Inc. also respectfully reminds you that items brought onboard the vessel and boats are brought in at your own risk. We will not be liable for any damage, theft or loss of any property owned by you, unless it shall appear and be proven that the damage or loss was caused by wilful act or misappropriation on the part of the staff of Solid Seaventures Inc. We also recommend you to purchase full travel insurance coverage to cover yourself for such occurrences.

Unless contrary to provisions of the Applicable Law(s) or International Convention(s), our liability in all circumstances whatsoever or howsoever arising shall be limited to 100% of only your booking(s) with Solid Seaventures Inc.

Notwithstanding the terms as set out above, Solid Seaventures Inc. reserves the right to rely upon any limitation or release of liability, jurisdictional and/or defence available under the Applicable Law(s) and/or International Convention(s) for any claim made by you against us.

12 GUEST CONDUCT

During the trip, you may find yourself observing and experiencing diverse cultural differences represented by other guests that you will be occupying shared space with. We believe in wanting to create a common ground for understanding for all guests onboard the vessel.

Solid Seaventures Inc. reserves the right to deny boarding or forfeit a guest's trip if at any time the guest displays abusive, inappropriate or threatening behaviour towards another guest or staff members. Any guests who are disembarked from the vessel will be responsible for all costs incurred leading to his/her next travel arrangements. No compensation or refunds will be offered by Solid Seaventures Inc.

The activities offered onboard by Solid Seaventures Inc. can be dangerous. It is extremely important that you listen to the guidance given by the Cruise Director or any staff before partaking in these activities. You should also never participate in any of these activities under the influence of alcohol or drugs. Solid Seaventures Inc. **will not** have liability should an incident or accident arise due to your negligence.

Any equipment or property belonging to Solid Seaventures Inc. should be well taken care of. We reserve the right to charge you to make good of the damage or loss of our equipment or property.

13 COMPLAINTS

You should notify the Cruise Director immediately of any complaints that you may have during the trip.

However, if you still remain dissatisfied, you may contact us within fourteen (14) days, providing us with details of the trip, specific areas of complaint and your contact details, after the disembarkation date so that we can properly carry out investigations.

Solid Seaventures Inc. reserves the right not to entertain any complaints that are made after fourteen (14) days as the delay in notification may reduce the ability for us to respond and investigate the complaint efficiently.

14 OBLIGATION

This Booking Terms and Conditions Document will be provided to you at least once in all methods of correspondence such as emails. By replying to the email and confirming your booking, you are understood to have accepted all the Booking Terms and Conditions in this document. This document will also be available on our website www.solidseaventures.com, for your referral at any given point of time leading up to your disembarkation from the vessel. The provisions hereof are as expressed to remain in full force and effect till disembarkation from the vessel at the end of your trip.

15 CONTACT

For all enquiries, booking and after sales service, please contact us at:

Solid Seaventures Inc.

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