



Legal Statements & Disclosure Notice

Written Statement

Notice that additional Taxes or other Fees may be applicable to all pricing listed. If an additional fee (such as a fuel surcharge or change in port charges or taxes) are incurred, we will update our website immediately. Prices are always subject to change by each cruise line on each sailing which we have no control over.

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By registering and/or using, viewing or downloading the SundancerCruises.com or SundancerCruises.net websites or any other websites operated or maintained by SUNDANCER CRUISES, you agree (for yourself and/or on Your company's behalf) to the following rules and regulations without limitation or qualification (the "Agreement").

SUNDANCER CRUISES may at any time revise this Agreement. You are bound by such revisions and should therefore periodically visit to review the current Agreement. Your continued use of any or all of the SUNDANCER CRUISES' Websites shall indicate your acceptance of the Agreement as amended.

This Agreement was last revised March 15, 2008.

1. Use of the SUNDANCER CRUISES' Websites:

This Agreement provides you with a personal, revocable, non-exclusive, non-transferable license to use the SUNDANCER CRUISES Travel Sites, conditioned on Your continued compliance with this Agreement.

You agree not to copy, modify, adapt, reproduce, translate, distribute, transmit, reverse engineer, frame, decompile, or disassemble any aspect of the SUNDANCER CRUISES Travel Site (including any prices or service descriptions), with the following exception: You may display, print, and store one electronic copy of content provided by SUNDANCER CRUISES Travel for Your personal use. Actual or attempted unauthorized use of the SUNDANCER CRUISES Travel Site may result in criminal and/or civil prosecution.

You hereby undertake and agree:

- not to use SUNDANCER CRUISES Travel Websites for any illegal purpose

2. Use of the SUNDANCER CRUISES' Websites

You understand that some information offered through the SUNDANCER CRUISES Travel Sites is offered by third parties that operate services independently from SUNDANCER CRUISES. You assume total responsibility and risk for Your use of services and the information about them offered through SUNDANCER CRUISES.

3. Change of Information and SUNDANCER CRUISES Websites, Offers, and Information:

Information, Offers and Pricing on this web site and any other web sites operated by SUNDANCER CRUISES are subject to and may be changed without prior notice at any time.

Statements or pictures in this website regarding Hotels, Cruise Ships, Airlines and/or any other products or services or accommodations are strictly opinions. Because quality of these products, services or accommodations can change, and are owned and operated by other entities, up-keep and general quality of such can change without notice. Therefore, SUNDANCER CRUISES makes no guarantees or warranties that products, accommodations and/or other travel products are of any level or standard. By using this website you accept this.

4. Intellectual Property Rights

All textual, graphical and other content created by or for SUNDANCER CRUISES, and/or its affiliates, and appearing on this website is the property of SUNDANCER CRUISES, 8401 Gray Street, Arvada, CO 80003-1331. © 2008, All rights reserved. SUNDANCER CRUISES, also copyrights: SundancerCruises.com and SundancerCruises.net, as a collective, work and/or compilation, and in the selection, coordination, arrangement, and enhancement of such content. Republication or citation of any content generated by the SUNDANCER CRUISES sites without SUNDANCER CRUISES' written consent is expressly prohibited.

5. Hyperlinked web sites

SUNDANCER CRUISES makes no warranties or representations whatsoever regarding any other web sites, which You may access through this web site. Third party web sites are independent from SUNDANCER CRUISES, and SUNDANCER CRUISES has no control over the content of such web sites, nor does SUNDANCER CRUISES have any control over the collection of personal information by third party web sites. In addition, a link to a non-SUNDANCER CRUISES web site does not mean that SUNDANCER CRUISES endorses or accepts any responsibility for the content or the use of such web site.

6. Privacy Policy

The following information explains our policy regarding any personal information you may supply to us when visiting our web site (site) or using our services. By using this site, you signify your acceptance of our Privacy

Policy. Use of Your personal data is governed by SUNDANCER CRUISES' Privacy Policy which is incorporated herein.

Please note SUNDANCER CRUISES will not disclose nor "sell" to third parties, any information you may provide by using or subscribing to information on SUNDANCER CRUISES websites, unless for the purpose of booking, reserving, or otherwise in the normal business practice of booking travel reservations, vacations or otherwise.

Due to circumstances beyond SUNDANCER CRUISES' control: Despite the precautions we take to protect your personal information, the unfortunate fact is that there is simply no such thing as a perfect security system. Also, we have no control over the security of the Internet in general. As a result, we cannot guarantee that unauthorized persons will never gain access to your transmissions or information, or that personal information will never be disclosed in ways not covered by this Privacy Policy.

SUNDANCER CRUISES wants you to know how we address privacy issues on our websites. SUNDANCER CRUISES provides the privacy policy below (the "Privacy Policy") to explain how your personal information will be treated by SUNDANCER CRUISES. SUNDANCER CRUISES reserves the right to amend this Privacy Policy at any time. Your continued use of SUNDANCER CRUISES' websites, and those it distributes, following such modifications will be conclusively deemed acceptance by you of any changes to this Privacy Policy. SUNDANCER CRUISES will provide reasonable notice that this Privacy Policy has been changed on our web site; please watch for such notices as individual email notice may not be provided.

The term "Third Party" used in this Privacy Policy means any entity other than SUNDANCER CRUISES.

I. Collection of Personal Information from Site Users

- a) SUNDANCER CRUISES may collect and/or track (1) the home server domain names and IP addresses, e-mail addresses, type of computer, and type of Web browser of visitors to the Site, (2) the e-mail addresses of visitors that communicate with SUNDANCER CRUISES or the Site via e-mail, (3) information knowingly provided by the visitor in online forms, registration forms, surveys, and contest entries (including name, address, e-mail and other personal profile data), and (4) aggregate and user-specific information regarding page views.
- b) SUNDANCER CRUISES may place Internet "cookies" on visitors' hard drives. Internet cookies save data about individual visitors, such as the visitor's name, password, user-name, screen preferences, the pages of a site viewed by the visitor, and the advertisements viewed or clicked by the visitor. When the visitor revisits the Site, SUNDANCER CRUISES may recognize the visitor by the Internet cookie and customize the visitor's experience accordingly. Visitors may decline Internet cookies, if any, by using the appropriate feature of their Web client software, if available; however, this may impair certain features of the Site.
- c) When a visitor performs a search within the Site, SUNDANCER CRUISES may record information identifying the visitor or linking the visitor to the search performed. SUNDANCER CRUISES may also record limited

information associated with every search request made by the visitor and use that information to, among other things, solve technical problems with the service and to calculate overall usage statistics.

II. Use of Personal Data Collected

SUNDANCER CRUISES may use personally identifiable information in a number of ways, such as:

- a) To communicate with you about your account, or to communicate information about the Site.
- b) To build higher-quality, more useful services, such as by analyzing usage trends, and by measuring demographics and interests regarding specific areas of the Site.
- c) To provide you with prompt and effective customer service.
- d) To support the operation of the Site (such as account maintenance and record-keeping), troubleshoot problems, resolve disputes, and to enforce our Terms and Conditions.
- e) To inform you about services related to SUNDANCER CRUISES. You will have the option of opting out of further communications of this type by sending an email to: info@SundancerCruises.net (Please refer to Section VII below.)

III. Disclosure of Personal Data Collected

Due to circumstances beyond SUNDANCER CRUISES' control: Despite the precautions we take to protect your personal information, the unfortunate fact is that there is simply no such thing as a perfect security system. Also, we have no control over the security of the Internet in general. As a result, we cannot guarantee that unauthorized persons will never gain access to your transmissions or information, or that personal information will never be disclosed in ways not covered by this Privacy Policy. During your use of our services, you may provide us with personal information (such as your name, address, telephone number, date of birth, citizenship, e-mail address, passport information and credit card information, etc.) for the purpose of making reservations, requesting information or for other reasons. Sundancer Cruises does not sell the personal information of our customers to third parties. Sundancer Cruises may use the information it gathers for its own internal purposes. Sundancer Cruises' goal in collecting personal information online is to continually improve the content of our site, and to offer consumers products that best meet their preferences and desires. Sundancer Cruises may use the personal data you provide online to send or otherwise provide you with information about new products and services, or about offers that we feel may be of interest to you. You may opt-out of receiving information via mail or email about new products and services, or about offers that may be of interest to you, by sending us an e-mail with "remove" in the subject line to info@sundancercruises.net. Please tell us your name and e-mail address so that we can take the necessary steps to remove you from our system. We will also remove it from Constant Contacts newsletters. Please do not email personal information such as your credit card information as this is not secure. Sundancer Cruises has a fax machine that is a dedicated fax only for Sundancer Cruises and is secure and on 24/7. We recommend faxing in credit card information or

calling and giving that to us over the telephone.

SUNDANCER CRUISES may disclose personally identifiable information about you to Third Parties as follows:

- a) With your consent.
- b) To facilitate a transaction or communication with a Third Party (Such as a Cruise Line, Hotel, airline, or other travel providers for a trip, vacation, holiday that you have initiated).
- c) To SUNDANCER CRUISES' agents and/or advisors (such as our accountants or attorneys). We only disclose the personal information necessary for them to provide their services to you or to us, and only under strict confidentiality restrictions.
- d) As SUNDANCER CRUISES believes necessary to: (a) comply with law (including court and government orders, and civil subpoenas); (b) enforce or apply SUNDANCER CRUISES' Terms and Conditions and Rules and Regulations and other agreements; or (c) protect the rights, property, or safety of SUNDANCER CRUISES, our users, or others.
- e) If you partake (or we reasonably suspect that you are partaking) in any illegal or potentially illegal activity, we may disclose personal information even without a subpoena, warrant, or other court order, to the extent we feel is necessary to inform and cooperate with law enforcement agencies or other appropriate authorities.
- f) Due to circumstances beyond SUNDANCER CRUISES' control: Despite the precautions we take to protect your personal information, the unfortunate fact is that there is simply no such thing as a perfect security system. Also, we have no control over the security of the Internet in general. As a result, we cannot guarantee that unauthorized persons will never gain access to your transmissions or information, or that personal information will never be disclosed in ways not covered by this Privacy Policy.
- h) In connection with a transfer, reorganization or otherwise, to a successor-in-interest to SUNDANCER CRUISES' organization or its other material assets.

IV. Collection of Personal Data from Children

To the extent that SUNDANCER CRUISES is able to determine the age of users by their submissions to, or communications with, the Site, SUNDANCER CRUISES will not knowingly (a) collect or post information from individuals under eighteen years of age ("Children" or "Child") without their parent's or guardian's consent, or (b) provide any personally identifying information collected from Children, regardless of its source, to any Third Party for any purpose whatsoever.

V. Third Party Web Sites

The Site may contain links to other Internet web sites. Unless we explicitly state otherwise, we have no control over these third party sites and their privacy practices, and this Privacy Policy applies only to information you

supply (or that we collect) in connection with use of the Site. You should review third party privacy policies in connection with visiting the Sites.

VII. Opt-Out Right

Visitors may opt-out of having their personal information collected by SUNDANCER CRUISES, or used by SUNDANCER CRUISES to send promotional correspondence to the visitor, by contacting SUNDANCER CRUISES via email at: info@SundancerCruises.net or via postal mail at the address below. To the extent you choose to continue using the Site, however, we may use your personal information as may be reasonably necessary in connection with such use.

VIII. SUNDANCER CRUISES' Right to Contact Visitor

SUNDANCER CRUISES reserves the right to contact visitors to the Site regarding their records and reservations, as well as changes to the Terms and Conditions, Privacy Policy, or any other policies or agreements relevant to Site visitors.

IX. Access to and Ability to Correct Personal Data

Upon request via postal mail, e-mail, or telephone (during our regular business hours), SUNDANCER CRUISES will provide to visitors a summary of any personally identifiable information retained by SUNDANCER CRUISES regarding the visitor. Visitors may modify, correct, change or update personally identifiable information that SUNDANCER CRUISES has collected through the Site or may cause their personal record to be removed from SUNDANCER CRUISES' database by contacting SUNDANCER CRUISES via postal mail, e-mail, or the telephone number indicated below.

X. Contact Information

If you have any questions regarding this privacy policy or you would like to review, change, and/or remove your personal information, you may contact us at:

E-mail:

info@SundancerCruises.net

Mailing Address:

Sundancer Cruises, Inc.
8401 Gray Street
Arvada, CO 80003-1331

Phone: 303-250-7344 or 866-409-SAIL

7. Received Comments or Suggestions

Any comments or suggestions sent to SUNDANCER CRUISES become the property of SUNDANCER CRUISES and may be used without limitation.

8. Exclusion of Warranties/Limitation of Liability/Indemnification

THE SUNDANCER CRUISES.COM AND SUNDANCER CRUISESVACATIONS.COM TRAVEL SITES ARE PROVIDED BY SUNDANCER CRUISES ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SUNDANCER CRUISES MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SUNDANCER CRUISES TRAVEL SITES OR THE INFORMATION, CONTENT, MATERIALS, OR SERVICES INCLUDED ON THE SUNDANCER CRUISES TRAVEL SITES. YOU EXPRESSLY AGREE THAT YOUR USE OF ANY OF THE SUNDANCER CRUISES WEB-SITES ARE AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SUNDANCER CRUISES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SUNDANCER CRUISES DOES NOT WARRANT THAT THE SUNDANCER CRUISES WEB-SITES, ITS SERVERS, OR E-MAIL SENT FROM SUNDANCER CRUISES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IT IS UP TO YOU TO TAKE PRECAUTIONS AGAINST VIRUSES AND OTHER ITEMS OF DESTRUCTIVE NATURE. SUNDANCER CRUISES ALSO RESERVES THE RIGHT TO ALTER THE CONTENT OF THE SUNDANCER CRUISES WEB-SITES IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND WILL NOT BE LIABLE IN ANY WAY FOR ANY TYPOGRAPHICAL ERRORS THAT MAY APPEAR ON THE SITE OR FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER SUNDANCER CRUISES NOR ITS AFFILIATES NOR ANY OF THEIR EMPLOYEES, AGENTS, DIRECTORS, EMPLOYEES, PROPRIETORS, PARTNERS, REPRESENTATIVES, SHAREHOLDERS, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS AND ASSIGNS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE OF THE SERVICES PROVIDED AT THE SITE) ARISING OUT OF USE OF THE SITE, THE INFORMATION CONTAINED ON THE SITE, OR ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED AT THE SITE (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF SUNDANCER CRUISES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. SUNDANCER CRUISES ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF OR BROWSING OF THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE WEB SITE. FURTHERMORE, SUNDANCER CRUISES ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER DUE TO ANY THIRD PARTY'S UNAUTHORIZED ACCESS TO THE WEB SITE, PASSWORDS OR DATA OR INFORMATION IN THE WEB SITE.

SHOULD ANY PORTION OF THE FOREGOING LIMITATION ON LIABILITY BE DEEMED UNENFORCEABLE, IN NO EVENT SHALL SUNDANCER CRUISES' AGGREGATE CUMULATIVE LIABILITY IN ANY

CIRCUMSTANCES TO THE USER (AND YOUR COMPANY AS APPLICABLE) ARISING OUT OF OR RELATING TO YOUR USE OF THE SUNDANCER CRUISES TRAVEL SITE EXCEED \$500.

You agree to reimburse and hold harmless SUNDANCER CRUISES and its affiliates and any of their employees, agents, directors, employees, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors and assigns against any claims arising directly or indirectly from Your use of the SUNDANCER CRUISES Travel Site(s).

9. Termination

Your right to use the SUNDANCER CRUISES Websites may be terminated by SUNDANCER CRUISES without notice, and You may stop using SUNDANCER CRUISES' Websites at any time without notice. Upon termination of this Agreement, Sections 4, 7, 8, 9, and 10 shall survive.

10. Law and Venue

The SUNDANCER CRUISES websites including this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Colorado (without giving affect to the choice of law principles thereof). Any dispute arising out of or in relation to this web site, including this Agreement, shall be subject to the exclusive jurisdiction of the federal and state courts of Colorado. You agree and consent to the personal jurisdiction in the federal and state courts of Colorado, for any action concerning any dispute arising in connection with this web site or this agreement. You represent that you are using the SUNDANCER CRUISES Web sites at the direction and for the benefit of your company, and have authority to bind your company to this Agreement. If any portion of this Agreement is adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and carried into effect.

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