

# Terms of Use

Last Updated: May 6, 2025

These Terms of Use (“Terms”) set forth a legally binding agreement between you and Viking River Cruises, Inc. (“Viking,” “we,” “our,” or “us”), and govern your use of and access to [www.vikingcruises.com](http://www.vikingcruises.com), [www.myvikingjourney.com](http://www.myvikingjourney.com), and any other websites, mobile applications, onboard Wi-Fi, kiosks, or services that post a link to these Terms (collectively, the “Platform”), as well as all information, features, content, and services that we own, control, or make available through the Platform (collectively, with the Platform, the “Service”) whether as a guest, a registered user, a travel agent, or a visitor.

By accessing, visiting, or using the Service, or by clicking “Accept” or “Agree” to these Terms when this option is made available to you, you accept these Terms. **YOUR ACCEPTANCE OF THESE TERMS INCLUDES, BUT IS NOT LIMITED TO, ACCEPTANCE OF PROVISIONS RELATED TO OUR DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, CLASS ACTION WAIVER, BINDING ARBITRATION TO SETTLE DISPUTES, AND A CHOICE OF CALIFORNIA LAW FOR RESOLVING LEGAL DISPUTES (EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN). IF YOU DO NOT WISH TO AGREE TO THE ARBITRATION AGREEMENT, YOU MUST OPT OUT OF THE ARBITRATION AGREEMENT WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THESE TERMS (WHICH OCCURS UPON YOUR FIRST USE, ACCESS, OR VISIT TO THE SERVICE).**

We may update or revise these Terms in our sole discretion from time to time with or without notice to you. All changes are effective immediately when we post them. Your continued access to, visits to, or use of the Service is your acceptance of the revised and updated Terms. If you do not agree to any of these Terms, please do not access, visit, or use our Service.

In some instances, both these Terms and separate or supplemental terms and conditions will apply, including without limitation the [Booking Terms & Conditions](#), the [Passenger Ticket Contract](#), or any other separate terms (collectively “Additional Terms”). By using the Service, booking an itinerary, or accepting transportation, you agree to be bound by such Additional Terms as applicable. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless they expressly state otherwise.

The Service is only offered and available to individuals who are 13 years of age or older. By using the Service, you represent and warrant that you are 13 years of age or older. If you are between the ages of 13 year and 18 years, your parents or legal guardians hereby accept these Terms on your behalf. If you do not meet these requirements, you must not access or use the Service and should not send any information about yourself to us through the Service.

## 1. Accessing the Service

You are responsible for making all arrangements necessary for you to have access to the Service. You are responsible for ensuring that all persons who access the Service through your internet connection are aware of these Terms and comply with them.

To access the Service or some of the resources it offers, you may be asked to provide certain registration details or other information. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Platform or Service, or any features at all. It is a condition of your use of the Service that all the information you provide on the Service is correct, current, and complete.

We take your privacy seriously. All information you provide to register with this Service or otherwise, including but not limited to through the use of any interactive features on the Service and information that we or our service providers collect automatically from your interactions on the Platform, is governed by and subject to our [Privacy Policy](#) and our [Cookie Policy](#). You acknowledge that you have read and understand our Privacy Policy and Cookie Policy. As further described in those policies, Viking and our service providers use cookies, pixels, and similar technologies to provide functionality, analyze traffic, personalize content, and deliver targeted ads. You understand that we share certain information about your interactions on our Platform with third parties, as more fully described in the Privacy Policy and Cookie Policy. By engaging in communications or using interactive features on the Platform, you consent to our monitoring and recording of such communications as permitted by law.

If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Service or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. Viking is not responsible for any delay in shutting down your account after you have reported a breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Similarly, you are responsible for protecting your confirmation codes, reservation numbers, and other record locators from unauthorized users.

Unless otherwise prohibited by applicable law, Viking may, in its sole discretion and at any time, discontinue this Platform or any part thereof and any of the Services, with or without notice, or may prevent your use of this Platform and/or any of the Services with or without notice to you. Viking may immediately suspend or terminate the availability of the Service and Viking Content, in whole or in part, to any individual, group, or everyone, for any reason, in Viking's sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Service, or upon notice from Viking, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination, will survive. You agree that you do not have any rights in this Platform and that Viking will have no liability to you if this Platform and/or any of the Services are discontinued or your ability to access the Platform, the Services, or any content you may have posted on the Platform is terminated.

Viking and its service providers are not liable for information that is inaccurate due to technical defects in software used on the Platform or service provider websites, whether induced by their respective systems or by software provided by third parties.

## **2. User Code of Conduct and Prohibited Activities**

You agree that you will not:

- use the Service or any Viking Content to make any speculative, fraudulent, or false reservation or booking, or any reservation or booking in anticipation of future demand;
- copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, or use the Service or Viking Content to create any derivative works of any sort;
- use the Service or Viking Content for any commercial purpose, with the limited exception of authorized Viking travel agents/agencies;
- engage in any activity in connection with the Service or Viking Content that is libelous, slanderous, defamatory, fraudulent, unlawful, false or misleading, harmful, tortious, vulgar, invasive of another's privacy, sexually explicit, offensive, obscene, profane, violent, threatening, harassing, abusive, hateful, or otherwise inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic;
- harvest or scrape any information from the Service;
- copy, derive, edit, translate, decompile, reverse engineer, modify, use, or reproduce any code or source relating to the Service including without limitation, any service or product Viking offers;
- modify, re-render, frame, mirror, truncate, add to, inject, filter or change the order of the information contained on any page of the Service, including, without limitation, by any way of reproducing any web pages or Viking Content on any other website without our express written permission;
- interfere with the proper operation of or any security measure used by the Service;
- infringe, violate, or misappropriate any intellectual property or other right of any third party;
- use the Viking Content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you;
- use a false email address or other identifying information, impersonate or misrepresent any person or entity, or your affiliation with any person or entity, or misrepresent, mislead, or omit as to the origin or source of any material;
- cause to appear any pop-up, pop-under, exit windows, expanding buttons, banners advertisement, or anything else which minimizes, covers, or otherwise inhibits the full display of the Service;
- use any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of the Service or Company information;
- use the Service in any way which depletes web infrastructural resources, slows the transferring or loading of any web page, or interferes with the normal operation of the Platform;

- upload or transmit to the Service any device, software, program, or file that may damage the operation of any computer or the Service, including without limitation, viruses, malware, or corrupt files;
- disguise the origin of information transmitted to, from, or through the Service;
- circumvent any measures implemented by Viking aimed at preventing violations of the Terms;
- violate the restrictions in any robot exclusion header; or
- otherwise violate these Terms or any applicable Additional Terms.

You also agree you will not use the Service for or in connection with offering any third party product or service not authorized or approved by Viking.

When you use the Service or Viking Content for an authorized purpose, you must include all proprietary notices without changing, hiding, or deleting them.

You may not engage in any conduct that is, or that Viking deems to be, in violation of the Terms.

### **3. Proprietary Rights**

Information and materials concerning Viking and its products and services, and similar items from our licensors and other third parties, including cruise schedules, itineraries, prices, text, graphics, button icons, layout, databases, articles, posts, text, data, files, images, scripts, designs, instructions, illustrations, photographs, sounds, pictures, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Platform, audio and video clips, digital downloads, data compilations (including customer information), the compilation, assembly, and arrangement of the materials of the Platform, all copyrightable materials, trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Viking, and other forms of intellectual property, is referred to as “Viking Content.” All right, title, and interest in and to the Service and the Viking Content is the property of Viking or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Viking owns all copyrights, trademarks, service marks, and trade names related to our Viking Content. All Viking Content is proprietary to Viking.

Subject to your strict compliance with these Terms and any Additional Terms, Viking grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, display, view, use, and play the Viking Content on a personal computer, browser, laptop, tablet, mobile phone or other Internet-enabled device (each, a “Device”) and/or print one copy of the Viking Content as it is displayed to you, in each case for your personal, non-commercial use only. You are prohibited from using Viking Content in any manner that is likely to cause confusion, that disparages or discredits Viking and/or its licensors, that dilutes the strength of Viking’s or its licensors’ property, or that otherwise infringes, violates, or misappropriates Viking’s or its licensors’ intellectual property rights.

All rights not expressly granted to you are reserved by Viking and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of any Confidential Information or the Service for any purpose is prohibited.

#### **4. Your Submissions**

The Service may allow you to submit content to us via the Service, or by means other than the Service (such as via our social media pages), including, but not limited to reviews, ratings, photos, video, music, questions, suggestions, ideas, postings, feedback, biographic information, your appearance, audio tapes, digital files, images, performances, and comments (“Submissions”). You are fully responsible for the content of your Submissions. We take no responsibility and assume no liability for any Submissions posted or submitted, though we do reserve the right to moderate, edit, or remove any Submissions in our sole discretion.

You grant Viking and its affiliates, subsidiaries, agents, licensees, successors, and assigns a nonexclusive, unrestricted, unconditional, unlimited, worldwide, royalty-free, assignable, fully paid-up, perpetual, transferable, irrevocable and fully sublicensable right to (a) use, host, store, copy, record, reproduce, edit, enhance, improve, modify, adapt, translate, and create derivative works of the Submissions, in whole or in part, alone or in any manner and matter or in combination with any other material, in any format or media, whether now existing or hereafter devised, including, but not limited to, text, data, images, photographs, illustrations, animation and graphics, video, audio, and all formats of computer readable electronic, magnetic, digital, laser, or optical based media, and to advertise, market, and promote the Submissions, (b) publicly display, publicly perform, distribute (directly or indirectly), disclose, transmit, publish, or broadcast the Submissions throughout the world in any media, now known or hereafter devised, and with any technology or devices now known or hereafter developed; and (c) use the screen name, your name, voice, likeness, and biographic information, whether in original or modified form, that you submit in connection with a Submission, consistent with our [Privacy Policy](#) and applicable law. You also irrevocably consent to our use and association of your name in connection with your Submissions and derivatives thereof. You agree to waive any moral rights that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future intellectual property rights relating to your Submissions. If you submit feedback or suggestions about our Service, we may use your feedback or suggestions without obligation to you.

You further grant Viking the right to pursue at law any person or entity that violates your or Viking’s rights in the Submissions by a breach of these Terms. You acknowledge and agree that Submissions are not confidential.

#### **5. Intellectual Property Rights**

Viking respects the intellectual property of others, and expects those who use the Service to do the same. It is our policy, in appropriate circumstances and at our discretion, to disable and/or terminate the accounts of individuals who may infringe or repeatedly infringe the copyrights or other intellectual property rights of Viking and/or others.

If you are a trademark or copyright owner, and you believe that your trademark or copyright rights have been violated, please send us a notification, under the Digital Millennium Copyright Act (“DMCA”), by e-mail to [legal.department@viking.com](mailto:legal.department@viking.com). Please include the following, as required by the DMCA:

- Identify the copyrighted work(s) you claim is infringed.
- Identify the material you claim is infringing the copyright(s), and provide enough information for us to reasonably locate that material.
- Include a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner’s behalf (the “Claimant”).
- Include the Claimant's name, address, and telephone number(s), and email address if available.
- Include a statement that the Claimant has a good faith belief that use of the disputed material is not authorized by the copyright owner or their agent or law.
- Include a statement, under penalty of perjury, that the information in the notification of copyright infringement is accurate and that the Claimant is authorized to act on behalf of the copyright owner.

When we receive an infringement notice with all of the required information and are able to locate the allegedly infringing material, we will remove or disable access to the subject material. We also will take reasonable steps to promptly notify the person who posted the subject material. We will give them the opportunity to send a counter-notification. You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys’ fees.

## **6. Arbitration Agreement; Class Action Waiver**

- Agreement to Arbitrate.* You and Viking River Cruises, Inc. agree that any controversy or claim (except for any claim of infringement or misappropriation of any patent, copyright, trademark, or trade secret) arising out of or relating to (i) these Terms, (ii) the Platform, (iii) the Services and/or use thereof or participation therein, and/or (iv) Viking’s Privacy Policy or Cookie Policy, as well as all questions of arbitrability, will be settled by arbitration administered by the American Arbitration Association (“AAA”). Notwithstanding the foregoing, you may assert your claims in small claims court in accordance with these Terms if your claims satisfy the jurisdictional requirements of such small claims court and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis.
- Informal Dispute Resolution.* A party who intends to commence arbitration must first send the other party a written notice of dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, a notice of dispute must include: (i) the complaining party’s name; (ii) an email address and telephone number at which the complaining party may be reached during business hours; (iii) a description of the nature and basis of the claims or dispute; (iv) an explanation of the specific relief sought; and (v) the complaining party’s physical or electronic signature. To send written notice to Viking, you can mail us at Viking River Cruises, Inc., Attention: Legal, 5700 Canoga Avenue Suite 200, Woodland Hills, CA 91367, or email us at [legal.department@viking.com](mailto:legal.department@viking.com). We will send any notice of dispute to you at your billing address on file.

- c. *Commencing an Arbitration Action.* If good faith efforts at informal dispute resolution have not led to an agreement between you and us within 60 days of receipt of the written notice of dispute, either party may commence an arbitration action by submitting a written Demand for Arbitration to the AAA, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to the other party (for Viking: Viking River Cruises, Inc., Attention: Legal, 5700 Canoga Avenue Suite 200, Woodland Hills, CA 91367). A sample Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/Forms?practice=all>.
- d. ***Waiver of Class and Representative Actions.*** You may only bring claims in your individual capacity on your own behalf, and not in any representative capacity or on behalf of any class or purported class, and no arbitration you commence hereunder may be joined with or include any claims by any other persons. Payment of the parties' costs and fees owed to AAA and the arbitrator will be determined by the Commercial Rules and fee schedule, and in such case will be subject to any limitations on the costs and fees owed by you as provided in the Commercial Rules.
- e. *Mass Arbitration Procedures.* To increase the efficiency of administration and resolution of arbitration actions, you and Viking agree that in the event that there are 25 or more individual arbitration notices of a "substantially similar nature" that are filed against Viking by or with the assistance of the same law firm, group of law firms, or organizations ("Mass Claims"), AAA shall: (i) administer the Mass Claims in batches of 100 Arbitration Notices per batch (plus, to the extent there are less than 100 arbitration notices left over after the batching described above, a final batch consisting of the remaining arbitration notices), or in a single batch if there are fewer than 100 arbitration notices in total; (ii) appoint one arbitrator for each batch; (iii) administer the batches concurrently; and (iv) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). Arbitration awards in one batch of arbitration demands shall have no precedential effect on subsequently administered batches. The parties agree that Mass Claims are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise AAA, and AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch.
- f. *Costs.* Each party will bear its own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden. In that case, Viking will pay for your portion of the arbitration administrative costs (but not your attorneys' fees).
- g. *Rules of Arbitration.* Any arbitration commenced under these Terms will be in accordance with the AAA Commercial Arbitration Rules ("Commercial Rules") and heard by a sole arbitrator. You can access the Commercial Rules at <https://www.adr.org/Rules> or by calling +1 800-778-7879. You and Viking will endeavor to mutually agree upon the arbitrator, and if you and Viking fail to

do so within twenty-one (21) days of the commencement of the arbitration, the appointment shall be made by the AAA in accordance with the Commercial Rules. The Federal Arbitration Act will govern the enforceability, interpretation, and effect of terms set forth in this "Arbitration Agreement and Class Action Waiver". The arbitrator will apply California law or applicable federal law consistent with applicable statutes of limitations, and will honor claims of privilege recognized at law. No information concerning an arbitration, beyond the names of the parties, their counsel or the relief requested, may be unilaterally disclosed to a third party by any party unless required by law (other than to legal or professional advisors, witnesses, or experts acting pursuant to a duty of confidentiality). Any documentary or other evidence given by any party or witness in any arbitration will be treated as confidential by any party whose access to such evidence arises exclusively because of its participation in the arbitration and shall not be disclosed to any third party (other than legal or professional advisors, witnesses or experts acting pursuant to a duty of confidentiality), except as may be required by law. Any party who commences any judicial proceeding in connection with an arbitration initiated hereunder will endeavor to have the judicial record of any such proceeding sealed or kept confidential to the extent permitted by law.

- h. *Arbitration Awards.* The arbitrator will issue a reasoned award and will have the power to grant any interim or provisional measures that the arbitrator deems appropriate, including, but not limited to, injunctive relief and specific performance, and any interim or provisional measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction as a final award. Each party hereto retains the right to seek interim measures from a judicial authority, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The arbitrator may not award relief in excess of or contrary to what these Terms provide; order consolidation or arbitration on a class-wide or representative basis; award damages in excess of or contrary to what these Terms provide; or order injunctive or declaratory relief, except that the arbitrator may award, on an individual basis, damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Judgment on any arbitration award may be entered in any court having proper jurisdiction.
- i. ***Waiver of Jury Trial and Right to Appeal.*** BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL, YOU ARE WAIVING ANY AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR CLASS OR REPRESENTATIVE ARBITRATION, AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION. DO NOT USE THIS PLATFORM OR PARTICIPATE IN OR USE ANY SERVICE IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.
- j. *Severability.* This "Arbitration Agreement and Class Action Waiver" applies to the fullest extent permitted by applicable law, and does not apply to individual residents in jurisdictions that do not allow binding arbitration as a dispute resolution mechanism. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the rules and procedures established by AAA, then the balance of this arbitration provision will remain in



effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision will be null and void, and neither you nor Viking will be entitled to arbitrate the dispute.

## **7. Choice of Law; Venue**

These Terms and the relationship between you and Viking shall be governed by the laws of the State of California without regard to any conflict of law provisions. Any and all disputes arising hereunder shall be litigated (if at all) in and before the United States District Court for the Central District of California in Los Angeles, California, U.S.A., or as to those lawsuits over which the federal courts of the United States lack subject matter jurisdiction, in and before a court located in Los Angeles County, California, U.S.A. You consent to jurisdiction and waive any objection that may be available to any such action being brought in such courts.

## **8. Disclaimer of Representations and Warranties**

THE SERVICE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. NEITHER VIKING OR ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "VIKING PARTIES") MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER AS TO THE INFORMATION, CONTENT, OR SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL. BY ACCESSING OR USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

VIKING HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **9. Limitations of Our Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE VIKING PARTIES BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE SERVICE, (B) THESE TERMS, (C) YOUR USE OF, OR

INABILITY TO ACCESS OR USE, THE SERVICE OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICE, OR (D) A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR INFORMATION, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR VIKING HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE VIKING PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES EXCEED THE GREATER OF (A) THE AMOUNTS, IF ANY, PAID BY YOU TO VIKING IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM, OR (B) ONE HUNDRED UNITED STATES DOLLARS (\$100.00). THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION OF DAMAGES MAY NOT APPLY TO YOU TO THE EXTENT DAMAGES TO YOU ARE THE RESULT OF VIKING'S NEGLIGENT, FRAUDULENT, OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

#### **10. Waiver of Injunctive or Other Equitable Relief**

YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY SITE, WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY VIKING OR A LICENSOR OF VIKING.

#### **11. Limited Time to Bring Your Claim**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to, or connected with the use of the Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### **12. Third-Party Content and websites; Dealings with Third Parties**

The Service may contain or may interact with third party content that is not owned, controlled, or operated by Viking (collectively, "Third-Party Services"). We may also host our content on Third-Party Services. Viking neither endorses nor controls such Third-Party Services. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE FOR THE INFORMATION, CONTENT, PRODUCTS, OR SERVICES ON OR AVAILABLE FROM SUCH THIRD-PARTY SERVICES, OR FOR THE RESULTS TO BE OBTAINED FROM USING THEM. If you choose to access any such Third Party Services, you do so at your own risk. If you navigate away from our Service by clicking on an unaffiliated website link, you do so at your own risk, and you should be aware that these Terms no longer govern. You should review the

applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Service or relating to any applications you use or install from another website.

Any interactions, transactions, and other dealings that you have with any third parties found on or through the Service are solely between you and the third party. YOU HEREBY AGREE TO INDEMNIFY VIKING AGAINST ALL CLAIMS, INJURY, AND/OR DAMAGES (INCLUDING ATTORNEYS' FEES) THAT ARISE OUT OF YOUR USE OF ANY THIRD-PARTY SERVICE, INCLUDING FROM ANY MATERIAL THAT YOU POST ON ANY FORUM OR SOCIAL NETWORKING WEBSITE IN CONNECTION WITH US AND/OR ANY OTHER CLAIM RELATED TO YOUR USE OF SOCIAL MEDIA.

### **13. Travel Agents**

Viking encourages links to the Platform by bona fide travel agents. Unless Viking provides the travel agent with prior written authorization, any link to the Platform must use or include a Viking trademark. Viking hereby grants bona fide travel agents a limited license to use Viking Content solely for the specific purpose of creating and using such a link. Viking Content may only be used as an active link to the Platform. The foregoing does not in any way grant or convey to any travel agent any right, title, or interest in or to Viking Content.

Travel agents may not use Viking Content to imply that Viking has sponsored or endorsed a travel agent, without the prior written consent of Viking. Travel agents may not alter Viking Content in any way. Travel agents may not use Viking Content on any Platform which, in Viking's sole discretion, disparages Viking or its affiliates or their respective products or services. Viking Content may only be used by travel agents on platforms that, in Viking's sole discretion, make accurate references to Viking and its products and/or services. Viking may, in its sole discretion, terminate a travel agent's right to use Viking Content at any time. Viking may take action against any use of Viking Content that does not conform to these policies or that infringes any right held by Viking. Viking will actively seek the recovery of any costs it may incur preventing any such misuse or damages that may result from such misuse.

### **14. Wireless Features and Communications**

The Service may offer features that are available to you via your wireless Device, including the ability to access mobile apps, onboard Wi-Fi, and other Service features, to upload content to the Service, and to receive messages from the Service (including email notifications, text messages, and push notifications) (collectively, "Wireless Features"). By using the Service, you agree that Viking may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service. You agree that as to the Wireless Features for which you are registered for, we may send communications via such features or apps to your wireless Device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Service for Wireless Features, then you agree to notify Viking of any changes to your wireless contact information (including phone number) and update your accounts on the Service to reflect the changes.

If the Service includes push notifications or other mobile communication capability, you hereby consent to our delivery of electronic communications directly to your mobile Device. These notifications, including badges, alerts, or pop-up messages, may be delivered to your Device even when it is running in the background. You may have the ability, and it is your responsibility, to control the notifications you do, or do not, receive via your Device through your Device settings.

Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Your carrier may prohibit or restrict certain Wireless Features, and certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.

### **15. Location-Based Features**

If you have enabled GPS, geo-location, or other location-based features on any Viking mobile app(s) or feature(s), you acknowledge that your Device location will be tracked and may be shared with others consistent with the [Privacy Policy](#). Some mobile app(s) or feature(s) allow for you to disable location-based features or manage preferences related to them. You can also uninstall any Viking mobile app(s). The location-based services offered in connection with our mobile app(s) or feature(s) are for individual use only and should not be used or relied on as an emergency locator system, used while driving or operating vehicles, or used in connection with any hazardous environments requiring fail-safe performance or any other situation in which the failure or inaccuracy of use of the location-based services could lead directly to death, personal injury, or severe physical or property damage. Location-based/geo-location services are used at your own risk, and location data may not be accurate.

### **16. Mobile App Usage on Apple iOS Devices**

This section only applies to the extent you are using Viking mobile application(s) on an iOS device. You and Viking acknowledge that these Terms are concluded between you and Viking only, and not with Apple. Viking is solely responsible for the Viking mobile application(s) and the content thereof. The license granted to you for use of the mobile application(s) is non-transferable, and iOS mobile apps can only be used on Apple-branded products that you own or control, except that such applications may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing. Viking is solely responsible for providing any maintenance and support services with respect to the mobile application(s). You and Viking hereby acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application(s). Viking, not Apple, is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the mobile application(s) to conform to any applicable warranty, you may notify Apple, and Apple will refund to you the purchase price (if applicable) for such application. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Viking mobile application(s), and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Viking's sole responsibility. You and Viking acknowledge that Viking, not Apple, is responsible for addressing any claims brought by you or any third party relating to the Viking

application(s) or your possession and/or use of the application, including, but not limited to: (i) product liability claims; (ii) any claim that the application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. You and Viking acknowledge that, in the event of any third party claim that the Viking mobile application(s) or your possession and use thereof infringes a third party's intellectual property rights, Viking (not Apple) will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You represent and warrant that you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country. You represent and warrant that you are not listed on any U.S. Government list of prohibited or restricted parties. You and Viking acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you or Viking as a third party beneficiary thereof.

#### **17. Business uses of the Service**

If you are using the Service on behalf of a business, that business hereby accepts these Terms. The business will hold harmless and indemnify the Viking Parties from any claim, suit, or action arising from or related to the use of the Service or violation of these Terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

#### **18. Purchases**

Payments may be processed by us or by our third-party payment processor. When making any payment, you agree to provide current, complete, and accurate billing and account information. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we or our third-party payment processor can complete your transactions and contact you as needed. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO USE ANY CREDIT CARD OR OTHER PAYMENT INFORMATION THAT YOU SUBMIT IN CONNECTION WITH A TRANSACTION. By submitting payment information, you grant to us the right to provide such information to third parties for purposes of facilitating transactions. Verification of information may be required prior to the acknowledgment or completion of any transaction.

#### **19. Indemnity**

You agree to defend, indemnify and hold harmless the Viking Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms or any Additional Terms; (ii) your Submissions; (iii) your use of the Service; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, contract, property, or privacy right; or (vi) any misrepresentation made by you.

Viking reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with Viking's defense of any claim. You will not in any event settle any claim without the prior written consent of Viking.

## **20. Severability; Interpretation; Assignment**

If any provision of these Terms or any Additional Terms is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. Viking may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Viking.

## **21. Complete Agreement; No Waiver**

These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. Except as expressly set forth in these Terms or any applicable Additional Terms: (i) no failure or delay by you or Viking in exercising any rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

## **22. Contact Us**

If you have any questions or comments regarding these Terms or any Additional Terms, you can send us an email at [legal.department@viking.com](mailto:legal.department@viking.com), call us at (818) 227-1234, or send us a letter addressed to:

Viking River Cruises, Inc.  
Attention: Legal  
5700 Canoga Avenue, Suite 200  
Woodland Hills, CA 91367