

TERMS AND CONDITIONS OF CARRIAGE

Bay Ferries Limited

These Terms and Conditions of Carriage shall be incorporated into the legally binding contract of carriage applicable to all passengers traveling on the MV "Alakai" (commercial name "The Cat") or any other vessel employed (the "Vessel") in service between Yarmouth, Nova Scotia and Portland, Maine (the "Service"), and all passengers travelling on the Vessel agree to be bound hereby.

Particular attention should be directed to clauses (b), (c), (d), (e), (f), (g), (h) and (i), which contain important limitations on the passenger's right to assert claims against Bay Ferries Limited (herein referred to as the "Carrier"), or either of their affiliates, agents or employees, or the Vessel. **All passengers agree to be bound by all such limitations, irrespective of citizenship or residency or domicile and irrespective of the location where tickets are purchased.**

(a) The contract for carriage of the passenger on the Vessel is between the passenger and the Carrier, which Carrier operates the Service and is responsible for operation of the Vessel.

(b) It is agreed by all passengers that all claims, actions, disputes and other matters whatsoever arising under, in connection with or incident to the contract of carriage, against or involving the Carrier or the Non-Carrier (as defined below), shall be litigated, if at all, in and before a court located in Nova Scotia to the exclusion of all other courts or forums for adjudication. Any such claims or actions must be commenced within 2 years of the date of the incident giving rise to the claim or action.

(c) It is agreed by all passengers that all claims, actions, rights, privileges, agreements and disputes shall be solely governed by, and that the contract of carriage (including these Terms and Conditions of Carriage) will be solely construed in accordance with, the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein, without regard to the rules of private international law or conflict of laws.

(d) Any and all liabilities are limited by operation of and in accordance with the federal *Marine Liability Act* in Canada.

(e) Neither the Carrier nor the Vessel shall be liable for personal injury, illness, or death of the passenger arising out of any cause of whatever nature, including but not limited to assault or battery by a crew member, or for loss or damage to the passenger's vehicle or luggage, except where the death, personal injury, illness or loss or damage is proximately caused by the negligence of the Carrier or its agents or employees acting within the scope of their employment or the crew and staff of the Vessel.

(f) Neither the Carrier nor the Vessel shall be liable to the passenger for damages for emotional distress, mental suffering/anguish or psychological injury of any kind under any circumstances, except when such damages were proximately caused by the negligence of Carrier or its agents or employees acting within the scope of their employment or the crew and staff of the Vessel and resulted from the same passenger sustaining actual physical injury, or having been at risk of actual physical injury.

(g) The passenger agrees that affiliates of the Carrier and their respective agents and employees (together the "Non-Carriers") shall have no liabilities, including liabilities arising from the negligence whatsoever to the passenger arising from the contract of carriage or carriage of the passenger on the

Vessel. The Carrier confirms its authority to contract on behalf of the Non-Carriers to procure on their behalf these protections and the other protections afforded to the Non-Carriers under this contract.

(h) The Carrier reserves the right to cancel or reschedule any departure:

- Due to insufficient reservations:
- Due to force majeure or other circumstances beyond the control of the carrier that prevent operation of the vessel or the service; or
- For any other reason deemed appropriate by the carrier.

In such event, the amount payable by the Carrier is limited to refunding the full amount the passenger has paid to the Carrier. Neither the Carrier nor the Non-Carriers are responsible for costs or penalties related to accommodations, other travel, or other services cancelled or lost as a result.

(i) Neither the Carrier nor the Non-Carriers are liable for failure to provide the Service offered to the extent the Service cannot be provided due to force majeure or other circumstances beyond their control.

(j) Booking is subject to availability. Any special offers may not be combined with any other forms of specials or discounts.

(k) The Carrier conducts its operation so as to maintain high levels of safety and security. This does not excuse passengers from assuming personal responsibility for avoiding dangerous situations while traveling, and all passengers must be vigilant as they move about the Vessel, up and down stairwells and on and off the Vessel and must ensure they do not pose a safety risk either to themselves or to others.

(l) All persons, vehicles, and effects are subject to search and screening. Passengers shall comply with any request for random check of luggage and/or person when embarking and/or disembarking.

(m) The passenger must comply with the regulations and instructions given by the Master (Captain), crew and staff on board the Vessel.

(n) Prior to boarding, the passenger must pay the full fare and possess a valid ticket and boarding card.

(o) Passengers checking in at the departing terminal must declare all firearms with Carrier's agent. Firearms shall be relinquished to the Carrier's agent for secure transport on board. Upon arrival, legal firearms can be retrieved at the designed Customs and Border Security office. Carrier reserves the right to amend its policies and practices respecting carriage of firearms at any time.

(p) The Vessel is a high speed ferry which from time to time will encounter conditions which result in significant motion to the Vessel and discomfort to passengers. All passengers acknowledge and accept this risk and agree to fully abide by instructions of shipboard personnel in such circumstances.

If at any time before travel on the Vessel you determine you do not agree with these Terms and Conditions of Carriage, please contact the Carrier immediately to arrange a refund of all fares paid.

Should any provision of these Terms and Conditions of Carriage be contrary to or invalid by virtue of the law of any jurisdiction or be so held by a court of competent jurisdiction, such provision shall be deemed to be severed from the Terms and Conditions of Carriage and of no effect and all remaining provisions herein shall be in full force and effect and remain part of the governing contract of carriage.