

GENERAL TERMS & CONDITIONS CURAÇAO DOLPHIN THERAPY & RESEARCH CENTER N.V. (CDTC)

Article 1. Definitions

Definitions and their meanings mentioned in these general terms & conditions:

CDTC: Curacao Dolphin Therapy & Research Center N.V., a limited liability company under the laws of Curacao and user of these general terms and conditions.

CDTC Program(s): the program(s) offered by CDTC, included, but not limited to the Therapy program, Family swim, Sibling program and Special swim.

Facilities: the facilities in use by CDTC, for the benefit of the CDTC Programs, including, but not limited to, the buildings, outdoor areas, platforms and lagoon.

Family swim: the activity offered to family members of the Participant in the Therapy program in which the family members have the opportunity to meet and interact in the dolphin lagoon with the dolphins that participate in the Therapy program.

Participant: the Participant in one of the CDTC Programs, also Principal or, where applicable (minor participant / legally incapable participant) legally represented by Principal.

Principal: the contractual partner of CDTC (Participant or where applicable his/her parents or guardians or other legal representative).

Program Costs: the costs that CDTC charges for the CDTC Program reserved for the Participant and / or any possible complementary services.

Sibling program: the educational and interactive program developed by CDTC for the siblings of the Participants in the Therapy program

Special swim: a guided swim in the dolphin lagoon offered to qualifying guests that thereby have the opportunity to meet and interact with the dolphins that participate in CDTC Programs.

Therapy period: the period, agreed to between CDTC and Principal, during which the Participant will participate in the Therapy program.

Therapy program: the dolphin assisted therapy program offered by CDTC, including all aspects of the Therapy Program such as, but not limited to: the Sibling program, Family swim, workshops, social activities etc..

Article 2. Applicability of these conditions

These conditions are applicable to all CDTC Programs, to any other program and / or activity offered by CDTC and to all agreements between CDTC and Principal, unless both parties agreed to deviate from these conditions explicitly and in writing. These conditions are also applicable to all agreements entered into with CDTC for which a third party is engaged, and also to all complementary services offered by CDTC, such as transportation.

These conditions have been translated by CDTC to the Dutch, German and Spanish languages. In case of a difference in interpretation of these conditions, the English text will prevail.

Article 3. Therapy program

The Therapy program consists of a customized intensive and family oriented multi-disciplinary form of therapy and / or rehabilitation. It is based on positive reinforcement and reflects the latest findings in the field of therapy and rehabilitation. Our therapy program is carried out by a team of certified and licensed therapists with specializations in the fields of speech therapy, physical therapy, occupational therapy, family therapy and, amongst others, psychology and in close cooperation with our dolphins.

The Therapy program offered by CDTC is not intended as a medical treatment for curing illness and/or other medical disorders. CDTC cannot guarantee any results of the Therapy program. Known results from the past or from other participants do not offer a guarantee for achieving the desired results with Participant.

Article 4. Duty of Principal to provide information

Due to the fact that the CDTC Programs include interacting with our dolphins in open (sea)water lagoons and other activities in open (sea)water, these programs are not suitable for everyone.

The Principal will ensure that all information concerning Participant, as indicated by CDTC to be necessary (and as mentioned in CDTC's application forms), or which the Principal within reason should know to be important for the participation in the CDTC Programs, is timely presented to CDTC. In the case of participation in the Therapy program and / or Special swim the information must be provided together with the application form to CDTC.

The Principal is further obligated to inform CDTC as soon as possible when there are any changes in the, already provided, information concerning Participant (e.g. new syndrome / developments). CDTC relies on the medical information and the application form sent by Principal to evaluate if the CDTC Programs are suitable for the (intended) Participant. CDTC is therefore dependant on the information provided by the Principal. In case the information required for the execution of the agreement is not received in time and/or incomplete by CDTC, CDTC has the right to suspend the reserved CDTC Programs and/or, at its discretion, to refrain from execution of the agreement. In this case CDTC has no obligation to reimburse any payment already made to Principal.

5. Medical Screening

The outcome of the medical screening by (or in name of) CDTC determines the possibility for Participant to participate in the CDTC Programs.

This medical screening may consist of one or all of the following options:

- screening by CDTC of the application form, the medical file or any other information provided by Principal;
- consult by CDTC with the principal treating physician of the intended Participant;
- a physical examination of the intended Participant by a physician designated by CDTC.

Which of the aforementioned screenings / examinations will be applied, depends on the medical history of the Participant and on the information provided by Principal. The purpose of the screening and / or examination is to determine whether it is justified for the Participant to participate in the CDTC Programs.

The costs of a possible physical examination of Participant are for the account of Principal. CDTC reserves the right to deny participation in the CDTC Programs by Participant. Information not received in time and / or not complete, is one of the grounds for refusal; even if Participant has already arrived on Curaçao.

Article 6. Execution of the agreement

CDTC will execute the CDTC Programs to the best of its ability and in accordance with the demands of good expertise and within the basis of the known state of the art / science. When required for the proper execution of the agreement, CDTC has the right to contract third parties for certain tasks.

Article 7. Limitation of Liability

Accuracy of supplied information

CDTC is not liable for any damage, of whatever nature, which is the result of the fact that CDTC received incorrect and/or incomplete information from the Principal. CDTC has the right to refuse participation in the CDTC Programs based on information received from Principal (and/or lack or incorrectness of information).

Availability of medication

Principal must provide for any medication necessary for Participant. CDTC cannot guarantee the availability of certain medication on Curacao and does not take any responsibility for the possible consequences in case the necessary medication for Participant is not available on Curaçao.

Interaction with Dolphins in (sea)water

The facilities of CDTC are located on the Curaçao Sea Aquarium premises and are surrounded by seawater. The CTC Programs are conducted in and near (open) seawater with all risks connected to that fact, including the risk of drowning.

Participants are obligated to wear a life jacket or buoyancy device during the participation in the Therapy Program and Special swim, which life jacket or buoyancy device will be supplied by CDTC, during the parts of the CDTC Programs in and/or near (open) water. Subject to the fact whether a Participant in the Family swim and / or Sibling program is a proficient swimmer, CDTC reserves the right to demand the use by that Participant of a life jacket or buoyancy device. The Principal is responsible to assess whether or not a child can participate in the specific activity planned for the Sibling program and / or Family swim.

Principal is responsible for continuously supervising the Participant in the Therapy program and to ensure that Participant cannot come in the vicinity of (open) water unsupervised. CDTC does not accept any responsibility for damage caused by contact of Participant with seawater.

An important part of the CDTC Programs consists of the interaction with our dolphins. Even though CDTC takes the utmost care and precautions to prevent accidents for both the benefit of our dolphins and the Participants, the nature of the environment (water) in combination with the interactive nature of our program can lead to personal injury and, under exceptional circumstances death of a Participant. By taking part in the CDTC Programs, Principal accepts, also on behalf of Participant, to take the risks that are inherent to the interaction with dolphins in water.

Limited Liability

The liability of CDTC, as far as it is covered by its liability insurance, is limited to the amount paid out by the insurance company. In case the insurance company does not pay out or the damage is not covered under the insurance policy, the liability of CDTC is limited to twice the Program Costs. CDTC is never liable for any consequential damage.

8. Participation in Sibling program, Family Swim and Special swim

The Sibling program consists of the activities as posted by CDTC in its program guide that will be handed out prior to the start of each therapy period. The Sibling program can be divided into different activities, some of which are only suitable for children of certain age groups. Furthermore, activities can be located outside of the CDTC premises. The Principal is responsible to assess whether or not a child can participate in the specific activity planned for the Sibling program.

The Participant in the Family swim offered by CDTC must be an adequate swimmer, competent using swim fins and able to stay in a sea water basin of 15 to 18 feet deep, for about 30 minutes without forming a risk to him/herself or to others. In order to protect the Participant's and our dolphin's safety, the use of a life vest is mandatory for all participants that are shorter than 1.45 m/57 inches.

In case of a participating minor, the Principal is responsible for assessing the Participant's swimming skills before registering for a water based program activity, including the Sibling program and the Family swim program. CDTC reserves the right to require a Participant to wear a life vest if and when a CDTC representative finds that the Participant is not a proficient swimmer.

Due to the interactive nature of the activities in the water, Participants that are pregnant are not allowed to participate in any program activity involving interaction in the water with our dolphins.

Participants that are under the influence of alcohol, illicit drugs, sedatives, or presently using any medication that can adversely affect the participant's physical and/or mental state are not allowed to participate in CDTC's Programs.

Participants are obligated to promptly, meticulously and fully follow the instructions of the CDTC personnel and, should this not be the case, agree that further participation in the CDTC Programs and further access to the Sea Aquarium Park can be denied without reimbursement of the Program Costs and / or Entrance fee.

Article 9. Conditions of Payment

Principal will simultaneously receive the confirmation from CDTC for participation in the CDTC Programs by Participant and the invoice for the CDTC Programs.

CDTC will invoice a down payment at the time that a reservation for one of the CDTC Programs is made. Payment instructions are published on CDTC's website (www.curacaodolphintherapy.com). The costs of the CDTC Programs are reviewed annually by CDTC and will be published on CDTC's website (www.curacaodolphintherapy.com).

Payment must be made in the currency as invoiced. All costs connected to the payment, such as bank costs and currency exchange costs, are for the account of Principal.

Down payment

The amount invoiced as down payment must be received by CDTC on the indicated bank account within 14 days after the date mentioned on the invoice. The down payment can also be settled in the form of a guarantee by credit card

The CDTC Program requested by Participant (if available) will be definitely reserved for Participant only after receiving the down payment.

Balance of the payment

The balance of the invoice must be received by CDTC no later than 90 days before the start of the Therapy period.

Late payment

CDTC has the right to dissolve the agreement with Principal in the case of late payment of any of the installments. If the down payment or balance due dates have expired, then the Principal is in default. In case of default, an interest rate of 1% per month will be charged, unless the legal interest is higher, in which case the legal interest will be charged. In case of liquidation, bankruptcy or suspension of payment of Principal, all amounts owed by Principal to CDTC will be immediately be fully due and payable. The payments already made by Principal will first be applied against all indebted interests and costs and secondly against the Program Costs.

Due to the large demand for our therapy program, CDTC often receives requests to reserve a therapy period two or more years in advance. Although CDTC strives to maintain the price of our program at the same level, inflation and other circumstances that result in a rise of our program costs can not be calculated in advance for more than one year. As such we ask for your understanding that when making a reservation for a therapy period two or more years in advance, the price quoted on the pro forma invoice that you will receive might be subject to inflation. CDTC will issue a final invoice within 12 months of the reserved therapy period.

Article 10. Cancellation

Cancellation of a confirmed reservation can only be done in writing (fax to CDTC). For a cancellation of a confirmed reservation an amount equal to the the down payment will be charged as administration costs. Any additional costs incurred by CDTC for a medical examination (for example if an external physician was consulted) will also be charged to Principal.

Therapy program:

Cancellation within 90 days before the start of the Therapy period is only possible on medical grounds. CDTC must receive a medical certificate together with the cancellation letter. If a cancellation is lacking a valid medical reason, CDTC is entitled to claim full payment of the Program costs.

Whenever possible CDTC will reschedule the Participant for the first available Therapy period.

Other CDTC Programs:

Cancellation within 14 days before the start of the CDTC Program (with the exception of the Therapy program) is only possible on medical grounds. If a cancellation is lacking a valid medical reason, CDTC is entitled to claim full payment of the Program costs Therapy costs. Whenever possible CDTC will reschedule the Participant for the first available CDTC Program.

Article 11. Force Majeure

In these general terms and conditions, force majeure is held to include – not withstanding the meaning given to the term ‘force majeure’ in the laws and jurisprudence applicable in Curaçao – any and all circumstances beyond one’s control, foreseen or not foreseen, on which CDTC does not have any influence and that lead to a situation in which CDTC cannot meet its obligations, amongst which, but not limited to: bad weather, illness of the Participant, airline delays, family circumstances of the Participant etc.etc..

CDTC has the right to invoke force majeure, even if the circumstances that lead to ‘force majeure’ arise after a circumstance has arisen that can be attributed to CDTC. During ‘force majeure’ CDTC’s obligations are suspended.

In the situation that the period of time during which CDTC cannot fulfill her obligations is longer than the period reserved for the CDTC Program is question, both parties are entitled to dissolve the agreement.

Article 12. Rescheduling / Make-Ups / Payment refund

In case a CDTC Program has to be cancelled, CDTC will always try to reschedule Participant for the soonest available time slot.

Restitution of (part of) the Program Costs is only offered in the form of a discount on a following reservation for a CDTC Program. Restitution is calculated pro rata parte to the amount of the canceled program and is subject to the reason for cancellation.

In case a CDTC Program has to be canceled due to the fact that the Principal provided incorrect and / or incomplete information, CDTC is not obligated to reschedule or refund any part of the Program Costs.

In case Principal did not truly and / or fully comply with its obligation to provide correct and full (medical) information about the Participant, Principal can be held accountable for all additional expenses incurred by CDTC.

Unless agreed to differently by CDTC and Principal, the Therapy program is based on ten (10) therapy sessions. In case a therapy session has to be cancelled, CDTC will always try to plan a make up session (maximum one make up session per day). Restitution of (part of) the Program Costs for the Therapy program is only offered in the form of a discount on a following visit to CDTC and is limited to the sessions that could not be made up. Restitution is calculated pro rata parte to the amount of canceled sessions, is always limited to the Program costs invoiced for the period during which the cancellation took place and is subject to the reason for the cancellation. In case one or more sessions have to be canceled due to the fact that the Principal provided incorrect and / or incomplete information on the Participant, CDTC is not obliged to perform make up sessions or refund any part of the Program Costs.

Article 13. Intellectual property

All data / information provided by CDTC, such as reports, letters of recommendations, pictures and film footage, designs, drawings, software, etcetera, are intended solely to be used by Principal. Without the written previous consent of CDTC it is not permitted to copy, publish or make this data / information available to third parties or to use this data / information for any commercial purposes. CDTC reserves the right to use the data / information, including visual material, for research, educational and promotional purposes; provided that it will be used in an

anonymous way (meaning that no full names are published). CDTC will always request written permission from principal before using aforesaid information in another form than the agreed upon anonymous form.

Article 14. Dispute settlement and applicable law

All agreements to which these general terms and conditions apply, are subject to the governing law of Curacao. Any and all disputes will be exclusively submitted to the competent court in Curacao, notwithstanding the right of the contracting parties to institute a preliminary relief proceeding in urgent situations.

Article 15. Filing

These general terms and conditions have been filed at the office of the court registry of the Court of First Instance, Willemstad, Curaçao. The latest version as filed at the office of the Court of First Instance will always apply.