

# PORT SEE



## EUROPEAN RIVER CRUISE STATUS SYSTEM

### **User Agreement**

This User Agreement refers to and binds Registered Users of our Service, in particular of a free or a pro account as well as of mobile Apps or any other service that may be provided in the future through PORT SEE.

The following Terms govern the usage of the Information and Data provided to the Users by PORT SEE and its affiliates.

### **Subject of the Agreement**

The Website provides information about current status of river cruise ports in Europe.

PORT SEE is a joint venture of Amsterdam Cruise Port, Dutch Delta Cruise Port, River Cruise Europe and MUST SEE.

With the system PORT SEE you will find live information about all the river ports in Europe. Data that you can find in the system: actual mooring places, facilities, actual COVID measures, contact details of ports and much more.

### **Information and Data for Internal use only**

The User shall use the Information and Data for his/her own internal use only. Except as otherwise set forth herein, The User shall have no other rights with respect to the Data, including without limitation, any right otherwise to use, distribute, furnish or resell the Data or any portion or derivative thereof. The User may not use the Data for any illegal purpose or in any manner inconsistent with this agreement. Except as expressly permitted pursuant to this sublicense agreement, The User may not copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, create derivative works from, or in any other way create a misimpression or confusion among users with respect to sponsorship or affiliation or exploit in any way material from the Data.

### **Duration of the Agreement**

The Service provided through PORT SEE on a Pro account has the duration of 1 year from the day of purchase.

## Payments

If you purchase any services that we offer for a fee, either on a one-time or subscription basis ("pro account"), you agree to PORT SEE and third-party processing partners storing your payment card information. You also agree to pay the applicable fees for the Pro account.

You may cancel your Premium Services following the instructions in the 'My Account' section. You also acknowledge that PORT SEE pro account are subject to this Agreement and any additional terms related to the provision of the Premium Service.

## Refunds

You acknowledge that a variety of PORT SEE actions may impair or prevent you from accessing your Content or using the Service at certain times and/or in the same way, for limited periods or permanently, and agree that PORT SEE has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any Content. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Service. However, if you are a subscriber for PORT SEE pro account and find that any such modifications or interruption of the Pro account adversely affects you, you may notify us, explain the adverse impact the modification has created and, if you desire, request a termination of your pro account. Upon receipt of any such request, we will endeavor to promptly remedy the adverse impact caused by the modification, by extending the duration of your pro account subscription for a period of time equal to the interruption and/or by refunding a portion of your pro account subscription fee equal to the remaining unused term of the pro account subscription, as we determine appropriate.

## Account cancellation

By accepting this Agreement, the User acknowledges that the information and data that he gets access to, may be of significance to national or international authorities related to navigation or with respect to sovereignty rights of one state or organization that protects such rights. PORT SEE preserves the right to cancel, reduce and/or inactivate, without previous notice, one or more accounts or geographical areas, that may fall into the scope of a national or international authorities' prohibition or restriction of access to that information and data. In such cases, no refund or compensation of any kind shall be born in favour of the User.

## One account per user

No signing in on more than one device is allowed at the same time with one account. Each user is allowed to sign in to his/her account on one (1) device/browser at a time.

## Copyright

The Data may be protected by copyright, trademark, international treaties and other proprietary rights and laws of European Union, the United States and other countries. The User agrees to abide by all applicable intellectual property laws, as well as any additional notices or restrictions contained in the Data. Unauthorised use of the Data and the materials contained in the Data may violate applicable copyright, trademark or other intellectual property laws or other laws and shall be a breach of this sublicense agreement.

## Unauthorised use

PORT SEE is not liable for any unauthorised use of the Data. The User shall remain liable for all confidential or proprietary information disclosed by The User or its affiliates as a result of any unauthorised use of the Data. PORT SEE may, without notice, choose to block User's access to the Data and Services if PORT SEE has reason to believe that Data or Services are being used by an unauthorised person, in any manner inconsistent with the Terms or for other reasons deemed appropriate by PORT SEE in its sole discretion.

## Modifications of Service

The User acknowledges and agrees that nothing in this agreement constitutes an undertaking by PORT SEE to provide the Information, Data or Services in its present form or under any specifications. PORT SEE, in its sole and absolute discretion may from time to time make additions to, deletions from, modifications to, or change the format and features of the Information, Data or Services.

The User also acknowledges that PORT SEE may be obliged to alter, modify or reduce the extend of Service provided through PORT SEE.com, due to the implementation of constitutional, international or private restrictions on marine trafficking systems, data or agreements. If such restriction applies to the Service in a way that may affect or impair the Premium plans of PORT SEE shall bear no responsibility and shall not be obliged to full or partial refund of any fee to the User.

## No Warranties

To the fullest extent permitted by applicable law, none of PORT SEE or any of its affiliates, their members, directors, officers, employees, agents, and contractors has made or shall be deemed to have made any representations or warranties whatsoever with respect to the information, data and services provided. The services, data and information provided by PORT SEE, or any of its affiliates, their members, directors, officers, employees, agents, and contractors is provided on an "as is" basis, and PORT SEE expressly disclaims any and all warranties, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, title and non-infringement. PORT SEE does not warrant that the service will be uninterrupted or error-

free, that defects will be corrected. PORT SEE does not warrant or represent the use of the data in terms of its correctness, accuracy, reliability, or otherwise.

## Damages

The User acknowledges that in no event shall PORT SEE or its affiliates be liable to it for any direct, special, incidental, indirect, punitive, consequential damages or any other damages of any kind (including, but not limited to, lost profits and damages that may result from the use of the Services or Data, any delay or interruption of service, or omissions or inaccuracies in the information) even if PORT SEE or any other party have been advised of the possibility thereof.

## Liability

PORT SEE or its affiliates will not be liable or responsible in negligence or otherwise to any person not a party to this agreement for (i) any information, data or advice expressly or impliedly given by PORT SEE or (ii) any act, omission or inaccuracy by PORT SEE. Nothing in this sublicense agreement will be construed to create rights in favor of any person not a party to this sublicense agreement other than PORT SEE which shall be an intended third party beneficiary of this sublicense agreement.

The User shall, at its expense, indemnify, defend, and hold PORT SEE and its affiliates harmless from and against any and all claims, losses, liabilities, damages, actions, proceedings, costs, and expenses (including without limitation reasonable attorneys fees) arising out of or relating to the use of the Data by the User or its breach of this Agreement.

## Breach of Agreement

The User acknowledges that any breach of this Agreement may cause irreparable harm to PORT SEE and/or Company for which monetary damages may not be sufficient, and the User agrees that PORT SEE and/or Company will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

## Force Majeure

If PORT SEE is prevented or delayed in the performance of any of its services under this Agreement by force majeure, then PORT SEE shall be excused from the performance or the punctual performance, as the case may be, as from the date of such force majeure occurs, for so long as such cause of prevention or delay shall continue. For the purpose of this Agreement, "force majeure" shall be deemed to be any cause affecting the

performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of PORT SEE. Excuse from performance does not extend the duration of the provided Services to the User.

## Applicable Law / Competent Courts

The present Agreement, as well as any modification or alteration on them are subject to European Law. All the above-mentioned terms are considered as essential. Should any of the terms become against the law, it becomes inactive and is removed from the present text without affecting in any way the validity of the other terms.

If any dispute or difference arises out of or in connection with this Agreement, it shall be resolved by the courts of United Kingdom, which shall have exclusive jurisdiction.