

FerryGateway Communication Interface Protocol User Terms

FerryGateway Communication Interface Protocol

The FerryGateway Communication Interface Protocol (the 'Protocol') is a communication standard and as such it does not include any program functionality, but is rather an enabler for providing booking functionality for ferry operators and travel agents.

The Protocol is public accessible from the website of the FerryGateway Association ('FerryGateway') provided the user register on the website and accepts these FerryGateway Communication Interface User Terms (the 'Terms') as outlined below.

1. Acceptance of User Terms

These User Terms shall be regarded as an agreement between FerryGateway and any legal entity, which is registered on the FerryGateway website as a user (the 'User').

The Terms apply to all parts of a downloaded package of components of the Protocol and to all rights, documentation, use and services related to the Protocol including the XML Schema Definitions (XSD) and any upgrades, new versions, supplements, examples, documentation and support services.

By downloading the Protocol, User accepts the Terms. If User does not accept the Terms, User should not download the Protocol. Provided User comply with the Terms, User has the rights outlined below.

2. User rights

The Protocol can only be downloaded once User has registered on the FerryGateway website. FerryGateway will keep record of information about User's organisation and Protocol items downloaded by User.

The Protocol is licensed, not sold. Unless applicable law gives User more rights despite this limitation, User may use the Protocol only as expressly permitted in these Terms. FerryGateway reserves all other rights.

When downloading and using the Protocol, User must comply with any technical limitations in the Protocol that allow User only to use the Protocol in certain ways.

User may use, copy and store the Protocol unlimited and may let other companies within User's group of companies do the same, provided User guarantees that such other companies comply with these Terms. On the same conditions, User shall be entitled to use third party consultants to install, maintain and develop the Protocol or any applications to the Protocol.

User may **not**

- Reverse engineer, alter or disassemble the Protocol, except and only to the extent that applicable law expressly permits.

- Publish the Protocol for others to copy.
- Use the Protocol in any way that is against the law.
- Rent, lease or lend the Protocol.
- Copy the Protocol to be used by private persons.

The Protocol is open source and may be implemented in any way preferred by the User. However, if User changes, extends or modifies the Protocol, the User shall not be allowed to name such amended interface in a way that indicates a connection between the Protocol and the amended interface. In particular, User may not refer to the Protocol in a way that may induce third parties to believe that the amended interface or any applications based on the amended interface are compliant with the Protocol.

3. Installation and documentation

User is recommended always to install and use the latest version of the Protocol.

User may not expect new versions of the Protocol to be compatible with an application based on an earlier interface, which has been amended by User.

The download Protocol package is accompanied by documentation, templates and examples. Such items are intended as guidance only in relation to User's implementation of the Protocol. Any person within the User organisation may copy and use such items for internal reference purposes.

4. Upgrades and New Versions

Once registered, the User may freely retrieve and download new versions of the Protocol. Upon upgrade, the agreement that accompanies the new version takes precedence over this agreement.

Documentation and examples will be changed over time and follow the release of upgrades and new versions. It is User's responsibility to keep track of upgrades and new versions and FerryGateway is not liable for any errors or problems occurring due to User's use of documentation or examples that do not refer to User's version of the Protocol.

5. Services

FerryGateway offers User the following services in relation to the Protocol:

- Support via telephone or email. Such services are subject to fees and can be ordered through the FerryGateway website.
- Newsletters and upgrade information to Users who sign up for a support agreement.
- Free information on the FerryGateway website including FAQ and a User forum.

The above-mentioned services may be changed at any time subject to notification.

6. Maintenance

FerryGateway will perform maintenance of the Protocol. Such maintenance will in most cases result in a new version that will be announced and offered to Users. FerryGateway will collect and record problems that are reported as well as suggestions for

improvements, but no guarantee or promise is given in relation to any particular time for maintenance releases and FerryGateway is free to prioritise if and when a reported problem will be solved.

7. Limitation of liability

FerryGateway shall not in any event be liable to pay damages, including compensation for direct, indirect, incidental or consequential loss, lost profits, interruption or loss of business whether in contract, tort or strict product liability whether it is foreseeable, known, foreseen or otherwise. This limitation applies to

- Any liability related to the Protocol, including transactions and content of any communication executed by way of Protocol, services, content on third party websites or third party programs.
- Claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence or other tort to the extent permitted by applicable law.

FerryGateway gives no warranties, nor makes any representations or other agreements and accepts no liability (including Danish customary liability for defects (“mangelsansvar”)) expressed or implied with respect to the Protocol and related documentation and services. In particular, FerryGateway does not warrant the functionality of the Protocol or that any service shall be uninterrupted or fault free or that such service will interoperate effectively with User’s equipment, or customer’s network or services.

These Terms replace all other conditions, warranties or other terms concerning the supply or purported supply of, failure to supply or delay in supplying the Protocol which might but for this Clause 7 have effect between FerryGateway and the User or would otherwise be implied into or incorporated into these Terms, whether by statute, common law or otherwise, all of which are hereby excluded (including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care).

8. Applicable law and jurisdiction

This Agreement shall be subject to and construed in accordance with the laws of Denmark, excluding its choice of law rules, and any legal proceedings in relation to the Protocol or to these Terms shall be initiated in the appropriate court in Copenhagen, provided however, that FerryGateway shall always be entitled to seek injunctive relief over any User in any other country.