

Terms of Service

This website was created and managed by SEAROUTES SAS, a simplified joint stock company with a capital of 100.000,00 euros, and registered in the Marseille Trade and Companies Register under number 851 102 251, with intra-community VAT number FR15851102251

- Legal representative: Mr Pierre Garreau, CEO
- Registered office: % ZeBox - 61, boulevard des dames 13002 Marseille, France
- Tel: +49 173 67 42 201
- Business registration number: 85110225100010
- Principal Activity (APE): Design, development and production of all telecommunications and IT products and services, in particular software (software, hardware and accessories)
- Intra Community VAT number: FR15851102251
- Publications director: Pierre Garreau, CEO
- Editor: Eva Cadilhac, CMO

By accessing or using this Site you agree to be bound to the following Terms in their entirety and without modifications. They govern your access to or use of the Site, any information, text, photos, graphics or other materials (“Content”) and any services or software (“Services”) provided through the Site. You understand that these Terms limit SEAROUTES liability and obligations to you and allow SEAROUTES to suspend or terminate your access to and use of the Site, Content and Services in the event of a breach. If you do not accept these Terms, you may not use this Site.

Content and Services and Limitation of Liability

SEAROUTES provides Services and value-added Content related to shipping, maritime and logistic fields.

SEAROUTES has the right to modify the information contained on this website at any time on a discretionary basis and without prior notification.

SEAROUTES makes every effort to ensure that the information published is as complete, correct, accurate and up-to-date as possible. SEAROUTES cannot be held responsible for any

errors or imperfections contained on this site, nor for any potential damage resulting from the use of this information.

If, however, it becomes apparent that information published contains errors or that information expected on this site is missing, SEAROUTES will amend this situation as soon as possible after being made aware of it. To report any errors, please email contact@searoutes.com.

SEAROUTES cannot make any representation about the continued availability, accuracy, reliability, completeness, correctness or quality of our Content or Services. Nor can we make any representation about the Content or Services' fitness for any particular purpose. In particular, Content and Services may not be used for navigational purposes.

SEAROUTES shall not be held liable for:

1. Losses that were not caused by our breach of these Terms;
2. Any loss or damage that was not, at the time that the relevant contract was entered into with you, a reasonably foreseeable consequence of SEAROUTES breaching these Terms; or
3. Losses relating to any business of yours, loss of profits or loss of opportunity.

In no event shall SEAROUTES be held liable for any damages, expenses, injuries to body or life, whether direct or indirect, resulting from or connected with the use or non-use of the Site and its Content and Services, even in the case that SEAROUTES may have had knowledge or been advised of the possibility of such damages, unless SEAROUTES or its legal representatives caused damages by intent or gross negligence.

SEAROUTES can also not be held liable for any damage resulting from technical failures, interruptions of access to this website or potential interference with your system or your software.

SEAROUTES cannot be held liable for any damage resulting from viruses, bugs, Trojan horses, etc., that appear on the website despite the precautionary measures taken.

SEAROUTES can, without legal or financial consequences, interrupt the provision of services within the boundaries of what is usual in this line of business, in order to sustain the general provision of services, especially for repairs, updates or in emergency situations or to meet acts of sovereign power. SEAROUTES will reduce such interruptions to the lowest possible degree.

Nothing in these Terms is intended to exclude or limit SEAROUTES liability that cannot be excluded or limited by law.

Force Majeure

For the purpose of these Terms, "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 SEAROUTES. If SEAROUTES is prevented or delayed in the performance of any of its Services under these Terms by force majeure, then it shall be excused

from the performance or the punctual performance, as the case may be, from the date of such force majeure occurs, for so long as such cause of prevention or delay shall continue. Being excused from performance does not extend the duration of your entitlements under the subscription.

Indemnity

You agree to defend, indemnify and hold SEAROUTES, its officers, directors, employees and agents free of responsibility for any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of or in any way connected with:

1. Your access to or use of the Site, Content or Services;
2. Your violation of these Terms;
3. Your violation of any third party right, including, without limitation, any intellectual property right.

Copyright and Trademark Notices

The user expressly recognizes that the information and data communicated to him/her are and remain the property of SEAROUTES or its partners, as mentioned on the website. Texts, drawings, photos, images, data, company and domain names, trademarks, logos and other elements are protected by intellectual property rights.

It is not authorized for anybody to reproduce them or disseminate them in public without having obtained the express written authorization of SEAROUTES in advance, unless copyright law and other similar rights dictate otherwise. As a user you have, for example, the right to download information from this website and reproduce it for private use, and to distribute it free of charge within your family circle.

Product and company names mentioned on the Site may be the trademarks of their respective owners. SEAROUTES does not intend to use any copyrighted material without permission. If you believe that materials hosted on SEAROUTES infringe your copyright, please contact us and let us know (contact@searoutes.com).

Links to sites managed by third parties

This website may contain links to websites operated by third parties. These links are placed on this website for informative purposes only. In no way does SEAROUTES guarantee the content, quality or comprehensiveness of such websites, nor can it be held responsible for them. The presence of a link to a third-party website does not imply that SEAROUTES holds collaboration agreements with this third party, nor that SEAROUTES approves of the information published on such websites.

Use of the Site and prohibited activities

SEAROUTES grants you a limited, revocable, non-exclusive, non-transferable and non-sub licensable license for beneficial use of the Content accessible on the Site.

You will safeguard your account information and be completely responsible for any use of your account by anyone other than you. In the event that you become aware of unauthorized use of your account, you must immediately notify SEAROUTES. We are under no circumstances liable for any loss or damage arising from your failure to comply with this term.

We retain the right, at our sole discretion, to delete your account or restrict our access to some of the Site's Content and Services, at any time and for any reason, including, but not limited to, violation of the Terms. You agree not to do any of the following while using the Site, Content or Services:

- Post, publish or transmit any text, graphics, or material that: (i) is false or misleading; (ii) is defamatory; (iii) invades another's privacy; (iv) is obscene, pornographic, or offensive; (v) promotes racism, hatred or harm against any individual or group; (vi) infringes or violates another's rights, including any intellectual property rights; or (vii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- Impersonate or misrepresent your affiliation with any person or entity.
- Send unsolicited email, junk mail, "spam," or chain letters, or promotions or advertisements for products or services;
- Access or search the Site, Content or Services with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by SEAROUTES or other generally available third-party web browsers and their plug-ins;
- In particular, accessing, monitoring, copying or processing of Content using any automated mechanisms such as spiders and robots without prior permission is strictly prohibited except for general-purpose public Internet search engines;
- Bypass or circumvent measures employed to prevent or limit access to this Site and its Content; access, tamper with, or use non-public areas of the Site or its technical infrastructure; attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures; take any action that imposes an unreasonable load on its infrastructure.

Free Trial Period

Your SEAROUTES membership may start with a free trial, intended to allow new and certain former members to test the service. Free trial eligibility and duration is determined by SEAROUTES at its sole discretion may be limited to prevent free trial abuse. Members with free trials are subject to the same Terms of Service as all other users of the Site

Modification of the Terms

We reserve the right to change or modify these Terms at our sole discretion without prior notice. Please return to this page periodically to view the most current version of these Terms. By continuing to access and use the Site, Contents and Services, you agree to be bound by the updated Terms.

Severability

In the event that sections or individual terms of this statement are illegal, incorrect or unenforceable, the content or validity of the other parts remains uninfluenced by this fact.

Applicable Law and Jurisdiction

These Terms and any action related thereto are governed by the law of France. The exclusive jurisdiction and location of any action with respect to the subject matter of these Terms will be the courts located in Marseille, France; the language of jurisdiction being French.

In the event of inconsistencies between the different language versions of the Terms of Service on the Site, the applicable Terms shall be the English version.

Any notices to SEAROUTES must be sent to:

SEAROUTES
% ZeBox - 61, boulevard des dames
13002 Marseille, France
Phone: +49 173 67 42 201
Email: contact@searoutes.com