

**CRUISESHIPCENTERS INTERNATIONAL INC.  
TERMS OF USE**

CruiseShipCenters International Inc. ("CII") is pleased to provide you with an account for its CruiseDesk system ("CruiseDesk") and a business email account (collectively referred to as "the Services").

Please read the following Terms of Use before using the Services.

**ACCEPTANCE OF TERMS THROUGH USE**

By using or accessing the Services, you agree to be bound by all of the terms below. CII reserves the right to update the Terms of Use at any time without notice to you. Please check the Terms of Use periodically for changes. Your continued use of the Services following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

**CRUISEDESK ACCOUNT, PASSWORD AND SECURITY**

Upon receipt by CII of an Expedia CruiseShipCenters Registration Form and confirmation that your billing account has been setup, CII will create your CruiseDesk account. The Registration Form you submit must include true, accurate, current and complete information about yourself. Your continued payment of the fees through your billing account is required to maintain your access to the Services. Your failure to pay the required fees may result in termination of your access to the Services. CII reserves the right to adjust the cost of the fees in its sole discretion. CII will provide notice to you prior to making any fee adjustments.

You will receive a user name and password upon creation of your CruiseDesk account by CII. You are responsible for maintaining the confidentiality of the passwords and are fully responsible for all activities that occur under the username and password. You agree to (a) immediately notify CII of any unauthorized use of the user name or password or any other breach of security, and (b) ensure that you logout of CruiseDesk at the end of each session. You will keep the password to access your CruiseDesk account in a secure place under reasonable access and use restrictions designed to prevent access to CruiseDesk by unauthorized persons, such restrictions to be no less than those applicable to CII's own trade secrets or confidential information.

**EMAIL ACCOUNT, PASSWORD AND SECURITY**

Your email account under this agreement (@cruiseshipcenters.com) will be assigned to you by CII. You understand and agree that the account is provided "AS-IS" and that CII assumes no responsibility for the timeliness, deletion, non-delivery or failure to store any user communications or personalization settings. You are responsible for maintaining the confidentiality of the password and are fully responsible for all activities that occur under the email address and password. You agree to (a) immediately notify CII of any unauthorized access to your email account or any other breach of security, and (b) ensure that you sign out of the account at the end of each session. You will keep the password to access your email account in a secure place under reasonable access and use restrictions designed to prevent access to your email account by unauthorized persons, such restrictions to be no less than those applicable to CII's own trade secrets or confidential information.

## **RIGHTS AND RESPONSIBILITIES**

As a condition of your use of the Services, you are responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (“Content”), whether publicly posted or privately transmitted via the Services. You are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Services. You understand that by using the Services you may be exposed to Content that is offensive, indecent or objectionable. You acknowledge that CII does not pre-screen Content, but that CII and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available on or via the Services. Without limiting the foregoing, CII and its designees shall have the right to remove any Content that violates these Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge and agree that CII may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of CII, its users and the public.

You acknowledge that all data posted, published, uploaded on the Services is considered corporate data and is not intended for personal use and that CII and its authorized representatives may access the data for business purposes.

You acknowledge that you are not permitted to setup automatic forwarding from your CruiseShipCenters email account to an external email domain account at any time and that the ability to do so has been restricted by CII.

CII may add or remove functionalities or features of the Services or may suspend or stop a Service altogether.

## **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the Services, you will not display any content or use the Services for any purpose that is unlawful or prohibited by these Terms. By way of example, without limitation, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as the rights to privacy and publicity) of others;
- victimize, degrade or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- use the Services in connection with unsolicited advertising, junk or bulk email (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- engage in deceptive marketing or advertising practices;
- impersonate any person or entity, including, but not limited to, any employee or representative of CII or falsely state or otherwise misrepresent yourself or your affiliation with a person or entity;

- infringe on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- access the Services for the purpose of data mining or extracting content from the Services beyond your personal end use;
- knowingly upload or otherwise make available files which contain software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, disable, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

## **SUSPENSION AND TERMINATION**

You agree that CII, in its sole discretion, may suspend and/or terminate your access to the Services for any reason, including for non-payment of the fees or the belief that you have violated or acted inconsistently with the letter or spirit of the Terms of Use. In the event that the contract, i.e. the franchise agreement or independent contractor agreement, you entered into with CII, an affiliate of CII or an Expedia CruiseShipCenters' franchisee is not renewed or is terminated, CII will immediately terminate your access to the Services. You agree that any termination of your access to CruiseDesk may be effected without prior notice, and acknowledge and agree that CII may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service(s). Further, you agree that CII shall not be liable to you or any third-party for any termination of your access to the Service(s).

## **STORAGE SPACE AND OTHER LIMITATIONS**

You agree that CII may establish limits concerning use of the Services, including without limitation the maximum number of days that email messages will be retained, the maximum number of email messages that may be sent from or received by an account, the maximum size of an email message that may be sent from or received by an account or the maximum disk space that will be allotted on CII servers on your behalf. You acknowledge that CII reserves the right to log off accounts that are inactive for an extended period of time. CII makes no warranty that your access to the Services will be uninterrupted, timely, secure or error-free. CII shall have no obligation to maintain any content or forward any unread or unsent messages to you or any third party.

## **THIRD PARTY SITES**

Any links to third party websites are provided solely for your convenience. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of CII, and you acknowledge that CII is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of the site by CII or any association with its operators.

## **SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of data exported from the country in which you reside. Information you provide or upload may be stored and processed outside of the country in which you reside and by using the Services, you consent to any such transfer of information into and out of your country, state, and/or territory. CII makes no representation that materials on this site are appropriate or available for use in locations outside of Canada, and accessing them from territories where their contents are illegal is prohibited.

## **PROPRIETARY RIGHTS**

You acknowledge and agree that all content and materials available on this site are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. All data in CruiseDesk is considered corporate data and is not intended for personal use. CII has the right to access all data in CruiseDesk for business purposes. Except as expressly authorized by CII, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content. Reproduction, copying, or redistribution for commercial purposes of any materials or design elements on this site is strictly prohibited.

## **PRIVACY POLICY**

See CII's Privacy Policy relating to the collection and use of information. Please be aware that CII is not responsible for the privacy practices of third party sites. We encourage you to read the privacy statements of each and every third party website that collects personally identifiable information.

## **WARRANTIES**

CII MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT THE SERVICES ARE PROVIDED FOR YOUR USE ON AN "AS IS" BASIS WITH ALL FAULTS AND "AS AVAILABLE". THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

CII, ITS PARENT SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR RISK.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES AND THEREFORE THESE EXCLUSIONS MAY NOT APPLY TO YOU.

## **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL CII, ITS SUBSIDIARIES, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES. CII

RESERVES THE RIGHT AT ANY TIME AND FROM TIME TO TIME TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THE SERVICES, OR ANY PART THEREOF, WITHOUT NOTICE AND YOU AGREE THAT CII WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SERVICES.

THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CII HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

### **INDEMNIFICATION**

Upon a request by CII, you agree to defend, indemnify, and hold harmless CII and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including lawyers' fees that arise from your use or misuse of the Services. CII reserves the right at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with CII in asserting any available defences.

### **CHOICE OF LAW AND FORUM**

These Terms of Use shall be governed by and construed in accordance with the laws of the Province of British Columbia to the extent permitted, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of this site shall be filed only in the provincial or federal courts located in the Province of British Columbia, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.