

## TERMS OF USE AND SITE USE

**“INTERCRUISES”** means MEETINGS & EVENTS UK LIMITED (trading as “INTERCRUISES SHORESIDE & PORT SERVICES” and hereinafter referred to as “INTERCRUISES”), with registered office at Wigmore House, Wigmore Lane, Luton, Bedfordshire, LU2 9TN, United Kingdom and trading at 10th Floor, CP House, 97-107 Uxbridge Road, London W5 5TL, United Kingdom, with TAX/VAT number 119544801. Intercruises is part of TUI Group.

Intercruises acts as booking agent for transfer service providers on the website [www.intercruises.com/marella](http://www.intercruises.com/marella) (the “Website”). In these Terms references to ‘we’ or ‘us’ or ‘our’ are references to Intercruises and references to ‘you’ or ‘your’ are references to Website users and/or visitors.

By using and/or accessing the Website (through either a mobile, desktop or any other platform) you acknowledge that you have read and agree to these Website Terms of Use and Site Use, our General Terms and Conditions for Transfer Services, and our Privacy and Cookie Policy (“the Terms”) and you expressly consent and agree to be bound by the Terms, as may be amended from time to time, and all applicable laws and regulations that govern this Website and your booking.

Please take a moment to familiarize yourself with our Terms before using the Website. They may have been amended since your last visit. **Your attention is drawn in particular to the section below called ‘Our Liability’** If you do not agree to our Terms please do not visit our Website.

Occasionally additional terms and conditions may apply, however, the relevant terms and conditions will always be made clear at the time.

Intercruises grants you access to the Website on a temporary basis. We may change the arrangements for Access to, or even withdraw access to the Website on a temporary or permanent basis at some point in the future and reserve the right to do so, without telling you in advance. Because of the nature of the internet, we cannot guarantee that our Website will be uninterrupted or that you will always be able to gain reliable access to the Website and we make no guarantee as to its operation, functionality or otherwise. It remains your responsibility for making all arrangements necessary for you to have access to our Website.

Meetings & Events UK Limited, trading under Intercruises Shoreside & Port Services has been granted with a non-exclusive license for the use of the website.

### CONDITIONS ON USE OF THE WEBSITE

The use of our Website indicates complete acceptance, without exception, of the Terms. Bookings may only be made by persons of legal age and with full legal capacity to act.

You shall not:

- 🔗 use the website for any other purpose than to book transfers services;
- 🔗 post, transmit or disseminate any information on or via this website that is or may be harmful, obscene, defamatory or otherwise illegal, or may constitute an infringement of the rights of Intercruises or third parties;
- 🔗 make any unauthorized, false, or fraudulent reservation or booking;

- 🔓 use any software, routing or device to interfere or attempt to interfere electronically or manually with the operation or functionality of this website, including but not limited to: uploading or making files available that contain corrupt data or viruses, by whatever means;
- 🔓 deface, alter or interfere with the appearance and layout of this website or the underlying software code;
- 🔓 take any action that imposes an unreasonable or disproportionately large load on this website or related infrastructure;
- 🔓 use the whole or any part of our Website or its contents for any commercial or money-making purpose;
- 🔓 access parts of the Website which are not intended for public use;
- 🔓 attempt to disrupt or interfere with our Website in any way or with another person's use of our Website, or use our Website as a means of disrupting or interfering with other Websites;
- 🔓 probe, scan or test the vulnerability of our Website or any network connected to it;
- 🔓 use any device to obtain any personal or confidential information through our Website;
- 🔓 impersonate any person or entity or misrepresent your affiliation with any person or entity.

All of the above are forbidden regardless of the means used, including but not limited to, hacking or by the introduction of any worms, Trojans, viruses, unauthorized, malicious or harmful code or other harmful software. Some of the acts described above may be criminal acts under the Computer Misuse Act 1990.

Intercruises may suspend access to the Website, due to maintenance works, net security reasons or force majeure with no obligation to reimburse or compensate you for the period in which access was suspended.

Access to the Website is strictly controlled by Intercruises and Intercruises reserves the right to change, modify, substitute or suspend or remove without notice any information or service from time to time.

It is prohibited to use the Website to extract data for commercial purposes via automated processes (known as "screen scraping").

Without prejudice to any of Intercruises' other rights, Intercruises reserves the right to deny access to the Website and/or cancel bookings and/or take legal proceedings against you for the reimbursement of all costs wherever and whenever Intercruises believes (at Intercruises' absolute discretion) that you are in breach of any of the Intercruises Terms. In certain circumstances we may also give information to law enforcement authorities.

## **CONFIDENTIAL INFORMATION**

Intercruises are committed to safeguarding the privacy of Website visitors. Our Privacy Policy <http://www.intercruises.com/marella/public/docs/PRIVACY%20POLICY.pdf> sets out what personal information we collect about you, how we will use it, and how we will protect it.

## **OWNERSHIP AND OTHER RIGHTS**

You hereby acknowledge and agree that Intercruises is the owner or licensee of all intellectual property rights on its Website and in material published on it, (including without limitation all copyrights, patents, trademarks, service marks, software, logos, graphics, text, designs, compilations of data, hotel reports, photographs, images, maps, the “look and feel” of the Website, and any other material published on it including without limitation the Terms, rules, policies and operating procedures and Intercruises confidential information. You will not acquire any right or interest in any of Intercruises intellectual property rights. These rights are protected by laws and treatise around the world.

## **CONTENT**

Other than personally identifiable information or sensitive information, which is covered in the Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary.

You may not remove any trademark, copyright or other proprietary notice. You may not otherwise copy, modify, alter, publish, reproduce, sell, lease, transmit, broadcast, market or distribute or disclose the content placed on the Website or the underlying software code whether in whole or in part without the prior written permission of Intercruises. You must not use illustrations, photographs, video or audio sequences or any graphics from our Website separately from any accompanying text. You must not remove any indications of ownership from any materials which came from our Website. Where there are no indications of ownership you must acknowledge our status (and that of any identified contributors) as the authors of the material and must not claim it as your own or as that of another). You may only use this Website to make legitimate enquiries or bookings for yourself or another person for whom you are legally authorized to act.

Intercruises reserve the right to modify the contents of the Website and the Terms at any time. Such modifications take effect immediately upon publication on the Website. Access and continued use of the Website by the user implies the acceptance of the aforementioned modifications to the content and Terms.

You hereby acknowledge and agree that the sole disclosure of or access to the information or data available on this Website does not constitute an offer by Intercruises for the sale, license or other transfer of such elements.

## **LINKS TO OTHER WEBSITES**

The Website may contain links to other websites maintained by third parties, which we think may be of interest to Website users. Such websites are not under the control of Intercruises or maintained by Intercruises and we are not responsible for the content of such websites. Intercruises accept no responsibility for such third party websites or for the materials they contain.

Intercruises provides these links to the user but do not endorse or control the content found therein. Intercruises do not guarantee or take any responsibility for any interaction with these other sites (including, for example, inability to access them), and take no responsibility for any of the material or information that appears in the aforementioned websites or that you might

find upon leaving this website by clicking a link, hypertext, or any other such means regarding a service or product described in these websites which you might reserve.

## **OUR LIABILITY**

Your attention is particularly drawn to this section.

Nothing in these terms shall, nor shall be deemed to exclude our liability for any death or personal injury caused as a result of our negligence, or the negligence of our employees or for fraudulent misrepresentation.

Subject to the preceding paragraph Intercruises shall not be liable for any losses, expenses or damages of any sort due to you as a result of the acts, errors, omissions, breaches, negligence, fraudulent intent, misleading or untrue statements, wilful misconduct or any other tortuous act attributable either wholly or in part to transfer providers or any other independent business which includes their employees, directors, officers, agents, representatives or affiliates.

Intercruises shall not be liable for any damages arising as a result of any inaccurate information or errors on our Website relating to transfer services and any third parties who are independent businesses and are not agents or employees of Intercruises and or its affiliates.

Intercruises shall not be liable to you for any losses in the event of transfer overbooking, cancelling of bookings in full or in part, force majeure events or any other cause beyond our or their control. We act only as an information provider.

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Intercruises will not be liable to you for any of the following:

- Because the information you put into our Site is inaccurate or incomplete;
- Because we have changed the arrangement for access to, denied you access to or closed or suspended our Site;
- Because of uninterrupted and/or unreliable access to our Site or because you cannot use our Site at any time where the cause is beyond our reasonable control;
- Because you have connected to any linked third party websites and or relied on any information contained on any third party websites;
- Because you have breached our Terms;
- Any unauthorized access to or loss of personal information that is beyond our reasonable control or where we have not been negligent;
- Because of a distributed denial-of-service attack, viruses or other technologically harmful material that infects your computer, computer programs, data or other items because you used our Site or downloaded material from it.

Intercruises shall not be liable for any direct, indirect, punitive, incidental, special or consequential damages, nor any loss of profit, loss of production, loss of revenue, or damage to goodwill or reputation arising out of, or in any way connected with, your use of this Site or with your inability to use this Site.

## **INFORMATION DISPLAYED ON THE WEBSITE**

Whilst we aim to ensure that the information relating to our services provided through our Website is accurate and up to date, Intercruises do not guarantee the accuracy of, and disclaim liability for any inaccuracies relating to the services offered for sale through our Website. For the avoidance of doubt, Intercruises is not responsible for pricing, typographical or other errors on its Website.

## **GENERAL**

Our Site booking services are available in English and Spanish.

You agree that financial compensation alone may not be adequate for us if there is a breach or threatened breach of our Terms and that we are entitled to seek all remedies available to us. Each right or remedy of you and us in respect of these Terms shall not affect any other right or remedy of us whether under these Terms or otherwise.

In the event that any provision of these Terms is found by a court or administrative body to be unenforceable, that provision shall not be a part of these Terms and the remaining provisions shall continue to apply.

Intercruises shall not be responsible if we are unable to perform our obligations due to events which are genuinely beyond our reasonable control.

Nothing under the contract shall give rights to any person who is not a party to it (whether under the Contracts (Rights of Third Parties) Act 1990) or otherwise.

If you or Intercruises waive any rights in result of a breach or default under, any part of these Terms by the other will not be deemed a waiver of any subsequent breach or default. Further it will not affect the other terms of the contract unless expressly confirmed in writing by the party waiving its rights.

Intercruises reserves the right to change our Terms at any time. We shall post such updated Terms on our Site and your continued use of our Site shall be deemed acceptance of such updated Terms.

These Terms will be governed by English law and any disputes will be dealt with exclusively by the English courts.