

MyCorridor – Service provider platform terms and conditions

1. Our Agreement

1.1 These terms and conditions (the "**Terms**") are the terms on which the MyCorridor consortium, as defined below, ("**MyCorridor**", "**we**", "**us**", "**our**"), provide you, as a service provider, with access to the MyCorridor platform (which includes any services, features, content and interfaces provided through the platform) (the "**Platform**").

2. Who we are

2.1 MyCorridor is consortium of partners, carrying out the MyCorridor research project, funded by the European Union's Horizon 2020 initiative, project ID: 723384 (the "**MyCorridor Project**"). The consortium includes the entities listed in Annex 1 to these Terms, (each a "**MyCorridor Partner**").

2.2 Pursuant to the Collaboration Agreement entered into between you and a MyCorridor Partner (the "**Collaboration Agreement**"), you are invited to use the Platform to register and make available the services which you have agreed to provide to users of the Platform (the "**Users**") under the Collaboration Agreement (the "**Services**"). These Terms form a legally binding agreement between you and the MyCorridor Partner with whom you entered into the Collaboration Agreement. If there is any conflict between the Collaboration Agreement and these Terms, the Collaboration Agreement shall prevail.

2.3 Please read these Terms carefully. By ticking the box below you represent to us that:

- (a) you have read and understood these Terms;
- (b) you agree to be bound by these Terms without modification in relation to the Platform;
- (c) you have the power, capacity and authority to enter into these Terms;

2.4 We may amend these Terms from time to time in order to reflect changes to the Platform and for legal, regulatory or security reasons. We will give you reasonable notice by email of any changes to these Terms.

3. Other Applicable Terms

3.1 These Terms refer to the following additional terms, which also apply to your use of the Platform:

- (a) the Collaboration Agreement;
- (b) our privacy policy []. When you register your Services on our Platform, we collect certain personal data from you in order to give you access to the Platform. We will use this information in accordance with the terms of our privacy policy.
- (c) our cookies policy [], which sets out information about how we use cookies on the Platform (the "**Cookies Policy**").

4. About us

4.1 We are MyCorridor, a consortium of entities (listed in Appendix 1) working together to advance the MyCorridor Project, as defined further in the Collaboration Agreement.

4.2 Pursuant to the Collaboration Agreement, you are invited to register your Services via the Platform using our registration tool (the "**Registration Tool**").

4.3 If you have any questions, complaints or comments about the Platform, the Registration Tool or these Terms then please contact the MyCorridor Partner with whom you entered into the Collaboration Agreement..

5. **The Platform**

5.1 The Platform is made available free of charge via the MyCorridor mobile application.

5.2 The Platform is designed to enable you to integrate your Services into the Platform, using the Registration Tool, to make your Services available to Users of the Platform, for the purposes of the MyCorridor Project.

5.3 You acknowledge and agree that we provide the Platform on an 'as-is' basis for the purposes of evaluation and testing as part of the MyCorridor Project and we do not warrant or guarantee that the Platform will be always be available, uninterrupted or fault free and we do not accept any liability for any errors or omissions.

5.4 We do not make any statement (express or implied) that your use of the Platform will produce and/or generate any particular outcome (whether in relation to (without limitation), the Platform's functionality, success or volumes of trips booked) and, save as set out in these Terms, we do not make any other representations, warranties, conditions or endorsements of any kind whatsoever (express or implied) about the Platform, including, but not limited to, any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose.

5.5 We are constantly looking for ways to improve and expand the Platform. You agree that you shall provide feedback to us, as and when requested by us, to assist with the development and optimisation of the Platform.

5.6 We may improve, update or change our Platform or Registration Tool from time to time, in line with one of the MyCorridor Project's objectives, which is to optimise this Platform and the Registration Tool. We will try to give you reasonable notice of any major updates or changes that may affect you and your provision of the Services.

5.7 We assume no responsibility for the contents of any other websites linked to the Platform. Where the Platform does contain links to other websites and resources provided by third parties, these links are provided for information only. The use of a third party website may be subject to separate terms and conditions.

5.1 You are also responsible for ensuring that all persons who access the Platform through your internet connection are aware of these Terms and the other applicable terms and conditions listed above, and that they comply with them.

5.2 We may suspend or terminate the Platform (or your access to it) without notice or liability to you at any time if we feel this is necessary (for example for improvements, maintenance or upgrades), but will use reasonable endeavours to notify you of the same in advance.

6. **Registration**

6.1 In order to use the Platform you are required to be a registered service provider. You shall complete the registration process using the MyCorridor Registration Tool or, in the event that the MyCorridor Registration Tool is faulty, using such other means as may be agreed between you and us in writing.

6.2 In order to become a registered service provider, you will be asked to provide your company name, the link to your company's website offering the Services, and to set-up a password and username. You are responsible for maintaining the confidentiality of your password and username and are responsible for all activities that are carried out under them. We will not be responsible for losses suffered by you where your password or user name is used by someone

else. You agree to notify us immediately by email to asal@iti.gr if you become aware of or suspect any unauthorised use of your password or username.

- 6.3 By registering, you agree that you are fully responsible for all activities that occur under your username and password. We may assume that any communications we receive under your account have been made by you.

7. **Your use of the Platform**

Your promises to us

You represent and warrant that:

- (a) you will comply at all times with all applicable laws in force from time to time;
- (b) all information and details provided by you to us (including on registration) are true, accurate and up to date in all respects and at all times;
- (c) you will only use the Platform and make your Services available to Users on these Terms and in accordance with the Collaboration Agreement; and
- (d) you will at all times comply with any guidelines provided to you by MyCorridor from time to time.

7.2 Your conduct

You agree that you will not:

- (a) use ideas, formats, concepts, themes, excerpts or any other aspects of other content you may view on the Platform in order to create (or authorise the creation of) any material similar in nature to, or derived from, that content;
- (b) use the Platform for any unlawful or unauthorised purpose;
- (c) use the Platform in any way that interrupts, damages, impairs or renders the Platform less efficient;
- (d) claim to have any rights, other than those set out in these Terms or the Collaboration Agreement to use the Application User Interface (the "**API**") provided by MyCorridor;
- (e) breach section 8 'We are not responsible for viruses and you must not introduce them';
- (f) authorise, encourage or assist any other person to, copy, modify, reverse-engineer, decompile, disassemble, alter or otherwise tamper with any software (including source code), databases and other technology that forms part of the Platform;
- (g) access or attempt to access the accounts of other users or penetrate or attempt to penetrate the Platform's security measures.

8. **We are not responsible for viruses and you must not introduce them**

- 8.1 We do not guarantee that the Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and computer platform in order to access the Platform. You should use your own virus protection software. We will not be liable for any losses which you sustain as a result of any virus, Trojan, worm, logic bomb, denial-of-service attack, or other malicious or technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material (each a "**Virus**") due to use of the Platform.

- 8.2 You must not:
- (a) transfer files that contain Viruses or otherwise knowingly introduce any Viruses into the Platform;
 - (b) attack (or instigate or facilitate the attack of) the Platform via a denial-of-service attack or a distributed denial-of-service attack;
 - (c) attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform; or
 - (d) use the Platform for any purpose which is unlawful, abusive, libellous, obscene or threatening.

8.3 By breaching the above provisions, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform will cease immediately.

9. Intellectual Property

9.1 All rights, title, interest and intellectual property (including patents, trade-marks, design rights, copyrights, database rights, trade secrets, rights in confidential information and all rights of equivalent nature anywhere in the world (whether registered or not), together with any applications or rights to apply for the foregoing) ("**IPR**") in the Platform and the Registration Tool, including their respective design, text and graphics, selection, arrangement and underlying source code and software, belong to the MyCorridor consortium entities or their licensors.

9.2 Subject to these Terms, we grant you, solely for purposes relating to your provision of the Services via the Platform:

(a) a revocable, non-exclusive, non-transferable licence and non-sub licensable right to download and or receive the API provided by us to you, for the purpose of the integration of your Services with the Platform.

(b) a revocable, non-exclusive, non-transferable and non-sub licensable licence to access and use the Platform (and any development versions thereof) for the purpose of providing and managing the provision of your Services, in accordance with these Terms.

9.3 Where you provide the API to enable your Services to be integrated into the Platform, you provide us with an irrevocable, non-exclusive licence to use the API as necessary, for us to assist you with your integration of the Services into the Platform.

9.4 You agree to compensate and defend us fully against any claims or legal proceedings (including any costs or losses we incur or suffer related to these) brought against us by any other person as a result of your breach of this section 9 (including if you are unable to validly grant us the rights you agree to grant).

9.5 Access to or use of the Platform or the Registration Tool does not grant you any ownership right in the Platform or the Registration Tool.

9.6 This section 9 shall survive any termination of these Terms.

10. Confidentiality

10.1 You shall treat as confidential and shall not (other than where permitted or compelled to do so by any applicable law) use or disclose to any person (nor permit the disclosure of) any of our confidential information which shall include any information (in whatever form) which is not

publicly known and which is disclosed to, or otherwise learnt by, you in connection with the Platform, the MyCorridor Project or these Terms.

10.2 This section 10 shall survive any termination of these Terms.

11. Fees

11.1 The Platform is provided by us to you free of charge for the purposes of the MyCorridor Project research.

11.2 You acknowledge and agree that MyCorridor shall act as an interface between you and the Users and where a User makes a booking for your Services via the Platform, MyCorridor shall accept such payment from the User on your behalf, and shall transfer such payment to you.

11.3 It is your responsibility to determine what, if any, taxes apply to the payments that are made or received in respect of a transaction, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

11.4 You acknowledge that MyCorridor may, at its discretion, offer financial incentives to Users to encourage them to participate in a Pilot. Any such financial incentives shall not affect any payments owed to you in accordance with section 11.2.

12. Term and Cancellation

12.1 These Terms come into force on the date you begin integrating your Services into the Platform and shall continue in force until terminated in accordance with this section 12.

12.2 Either party may terminate this agreement at any time on one (1) month's written notice to the other party.

12.3 These Terms will automatically terminate on:

- (a) withdrawal of your Services from the Platform; or
- (b) termination of the Collaboration Agreement.

12.4 On any termination of these Terms your right to use the Platform shall cease and you shall not make (or attempt to make) any further use of it.

12.5 Termination (for whatever reason) of these Terms shall not affect:

- (a) any rights, liabilities or obligations which accrued before such termination;
- (b) any of these Terms that are intended to continue to have effect after such termination.

13. Liability

13.1 Subject to section 13.2, to the fullest extent permitted by law, we exclude all liability to you, whether in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with the performance or contemplated performance of this Agreement, including liability for (without limitation):

- (a) all losses including any indirect or consequential losses;
- (b) any loss of profits, loss of revenues, loss of opportunity, loss of goodwill or damage to reputation;
- (c) any failure to provide the Platform or the Registration Tool;

- (d) your use of, or inability to use, our Platform;
- (e) any business interruption;
- (f) any failure to meet our obligations under these Terms; and
- (g) any and all warranties, conditions, undertakings, terms and obligations implied by law (whether by statute, common law or otherwise).

13.2 Nothing in this Agreement shall limit or exclude the liability of either party for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability which cannot be limited or excluded by applicable law.

13.3 You shall be solely and fully liable for any damage, loss, cost, expense, claim or other liability relating to other users of the Platform, arising out of or in connection with your provision of the Services and your use of the Platform.

14. **Personal Data**

We and you will each comply with our respective obligations in the data processing agreement entered into between you and us under the Collaboration Agreement, and with all applicable laws relating to personal data.

15. **Assignment/transfer**

15.1 We may assign or otherwise transfer all or any of our rights, liabilities and obligations under these Terms to any third party. We will notify you of any such assignment or transfer.

15.2 We may delegate the provision of the Platform or the performance of any obligation or function relating to the Platform and reserve the right to use any agents on such terms as we may think fit.

15.3 You shall not assign or transfer (or purport to assign or transfer) or otherwise deal with (including through the declaration of a trust) in whole or in part, your rights or obligations under these Terms without our prior written consent.

16. **General**

16.1 These Terms and the Collaboration Agreement constitute the entire agreement and understanding between you and us relating to these Terms and, together with the Collaboration Agreement, supersede any previous agreement or understanding between you and us in relation to the same. If there is any conflict between these Terms and the Collaboration Agreement, the Collaboration Agreement shall prevail. Neither you nor we have relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person that is not set out in these Terms or the Collaboration Agreement.

16.2 If we delay exercising or fail to exercise or enforce any right available to us under these Terms, this does not constitute a waiver of that right or any other rights under these Terms. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us shall be effective unless it is expressly stated to be a waiver and is communicated to you.

16.3 If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

16.4 These Terms are only available in the English language.

- 16.5 In the event of a dispute arising out of or in connection with these Terms, the dispute resolution procedure in the Collaboration Agreement shall apply.
- 16.6 These Terms shall be construed and controlled by the laws of England and Wales and each party further consents to the exclusive jurisdiction of the courts of England and Wales.
- 16.7 These Terms are not intended to give rights to anyone except you and us. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 16.8 You acknowledge that these Terms will not create any partnership, joint venture or trust relationship between you and us.

Thank you for using our Platform.

Annex 1
The MyCorridor Consortium