API License Terms

**1. API provider**

This API is provided by A.P. Moller-Hamburg Süd A/S (“Hamburg Süd”), a company registered in Denmark with company number 22 75 62 14 and registered office at Esplanaden 50, DK-1263 Copenhagen K.

**2. Contract**

By using or interacting in any way with the Hamburg Süd application programming interface or any other associated materials or mechanisms provided by Hamburg Süd to enable you to access Hamburg Süd data (collectively, the “API”), including, but not limited to requesting Credentials (as defined below) or making an API Request (as defined below), you acknowledge that you have read and understood this document and that you agree to be legally bound by the terms of this Agreement. If you agree to these API Terms on behalf of a company or other entity, you represent that you have the authority to bind that entity and its affiliates to these API Terms, in which case “you” or “your” shall refer to such entity and its affiliates. If you do not have authority or you do not agree with the Terms, you must not access, use or benefit from the API in any way. Hamburg Süd reserves the right to at Hamburg Süd’s full discretion to make changes to the terms of this Agreement from time to time. When these changes are made, Hamburg Süd will make a new copy of the Terms available at https://terms.hamburgsud.com/api-license-terms or such other URL as Hamburg Süd may provide. You understand and agree that if you use the Service (as defined in Clause 4 below) after the date on which the terms of this Agreement have changed, your continued use of the API (as defined in Clause 3 below) is deemed acceptance of the updated terms. If a modification is unacceptable to you, you may terminate this agreement by immediately ceasing use of the API.

**3. The license agreement**

This licence agreement (the “Agreement”) governs the interaction by you in any way with the API including, but not limited to making an API Request (as defined below) and any such interaction or other use of the API shall be subject to the terms of this Agreement.

**4. Grant of Licence**

Subject to your full compliance with all of the terms and conditions of this Agreement and any applicable policies made available or incorporated by reference, Hamburg Süd grants you a non-exclusive, revocable, non-sublicensable, non-transferable licence to use and access the API to develop, display and distribute applications, websites and/or services (collectively “Products”) that interoperate with the Hamburg Süd services (the “Service”), provided that such Products are made available to end users on a non-exclusive, revocable, non-sublicensable, non-transferable licenced basis solely for the use and access the API of such end user. You may not install or use the API for any other purpose without Hamburg Süd’s prior written consent. You may not use the API for immoral or illegal purpose, nor for any other purpose which may be determined threatening, abusive or harmful. You may not: (A) access or use our API in violation of any applicable law or regulation; (B) access our API in any manner that (i) compromises, breaks or circumvents any of our technical processes or security measures associated with the Service including but not limited to the creation or transmission of any virus, worms, trojan horse, cancel-bot or any other destructive or contaminating program, (ii) poses a security vulnerability to customers or users of the Service, (iii) tests the vulnerability of our systems or networks, (iv) reverse engineer or attempt to reverse engineer, (v) interfere with the API or try to interfere, (vi) try to access anything not authorized by Hamburg Süd, (vii) extract source code or try to extract or (viii) create derivative works. Except as expressly authorised under this Agreement, You may not (i) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorised by applicable law), modify or alter any part of the API. If you use the API for any of the purposes set out here, Hamburg Süd confirms that such use is outside of the scope of any licence granted here. For the purposes of this Agreement, an “API Request” means any communication from any Product, or any server used to route data to or from the Product, to the API. Your use of the API and the licence granted herein is subject always to any: limits on the number of permitted API Requests; additional restrictions on the use of the API; and/or any restriction or limit on the frequency and/or method of API Requests in a given period which may be set out, from time-to-time on the Hamburg Süd website or separately notified to you in writing. We also reserve the right to implement a payment plan for your continued use of the API, as well as where your usage exceeds certain limits. You shall not use the API for any application that replicates or attempts to replace the essential user experience of the Service or use the API to create a Product which functions substantially the same as the API or utilise any Hamburg Süd data in any way that means you are effectively circumventing making an API Request or a third party making an API Request (including any potential API Requests).

**5. References to Hamburg Süd and implementation**

You agree to ensure that any references to Hamburg Süd and/or the functions provided by the API in your Product, or in any other material to be seen by end users and potential end users shall follow the guidelines as published on our website. You will also ensure all end users are subject to terms and conditions which are not inconsistent or less restrictive with the terms of this API Licence Agreement and enforce the same.

**6. Intellectual Property**

The API, the Hamburg Süd Services, any and all content, documentation, code, data and related materials made available through the API, any and all data and information collected and/or derived from the Hamburg Süd Service and all intellectual property rights in, to, derived from and connected with all of the foregoing, including comments and suggestions received, are and shall at all times remain the sole and exclusive property of Hamburg Süd and use thereof Hamburg Süd will be at the full discretion of Hamburg Süd. Except as expressly stated herein, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade names, trademarks (whether registered or unregistered and whether future or existing), or any other rights or licences in respect of the Intellectual Property, our website, the API and the material published on it. We are not aware of any reason why we cannot grant the rights we purport to grant under, or in accordance with this Agreement. You grant us a worldwide, non-exclusive, non-assignable and non-transferable licence to display your trade names, trade marks, service marks, logos and domain names to promote or advertise your use of the API. We may, without your consent, publicly refer to you, orally or in writing, as a licensee of the API. We may also publish your name and logo on our Service, in press releases, and in promotional materials without additional consent or notice to you.

**7. Credentials**

You agree to keep any username, password, API key or other credentials (the “Credentials”) utilised to access the API secret and confidential at all times and you shall only create one set of Credentials and ensure that no third party shall access the API utilising your Credentials. In the event that you suspect that any third party may be making use of your Credentials, you shall immediately inform Hamburg Süd of this fact and provide all reasonable assistance to Hamburg Süd in relation to any subsequent investigation or other activities undertaken by Hamburg Süd as a result. In addition you must immediately redact and replace the API key in case this is compromised.

**8. Data Privacy**

When a call is made to our API via your application credentials, we will receive the following information: content of the API call, timestamp and the IP address from which the call was made. We shall process any Personal Data we receive through the API in line with the General Data Protection Regulation (EU) 2016/679 and later amendments and our Privacy Policy at https://www.hamburgsud.com/en/data-protection.html. You agree to make the Hamburg Süd Privacy Policy readily available to the users of your Products.

**9. Exclusion of Warranties**

The API is provided “as-is” without warranty of any kind. Except to the extent required by applicable law, Hamburg Süd disclaims all warranties, whether express or implied, regarding the API, including without limitation any and all implied warranties of merchantability, accuracy, results of use, reliability, fitness for a particular purpose, title, interference with quiet enjoyment, and non-infringement of third-party rights. In addition, Hamburg Süd disclaims any warranty that licensee’s use of the API will be uninterrupted or error free.

**10. Limitation of Liability**

Nothing within this Agreement shall act to limit or exclude Hamburg Süd’ liability arising from fraud or fraudulent misrepresentation or death or personal injury caused by Hamburg Süd’s gross negligence. Hamburg Süd’s maximum liability (whether under tort or contract) to you or any third party for any loss or damage suffered by you as a result of or in connection with your use of (or inability to use or access) the API including loss of profits, loss of or corruption to data, computer failure or malfunction, interruption to business or any other special, indirect, incidental or consequential damages even if Hamburg Süd has been advised of the possibility of such loss or damages and whether or not such loss or damages are foreseeable shall be the greater of USD 1000 or 50% of the total API fees (if applicable) paid in the twelve (12) month period immediately preceding the event giving rise to the claim (or the first claim where there is a series of claims attributable to the same cause).

**11. Indemnity**

You agree that your use of the API is solely under your control and at your direction, subject the compliance with the terms of this Agreement). You agree to hereby indemnify and hold harmless Hamburg Süd and its employees, directors, officers and consultants from any and all claims, damages, liabilities, costs and fees (including reasonable legal fees) arising from: (i) your use of the API or from the use of the API by any third party making use of your Credentials; or (ii) the use of any of your Products by any third party or end user.

**12. Term and Termination**

This Agreement shall continue until terminated as set forth in this section. Hamburg Süd may terminate this Agreement at any time. Any termination of this Agreement shall also terminate the licence granted hereunder. Upon termination of this Agreement for any reason, you shall immediately cease using or accessing the API and immediately delete any Hamburg Süd Data from your Products and systems. Sections 5, 6, 7, 8 and 9 together with any other provisions required for the interpretation or enforcement of such sections shall survive termination of this Agreement. Should we choose to pause or restrict your use of the API at any time, this shall not affect the validity of these Terms, which shall continue to apply until this agreement is expressly terminated by us in accordance with this Clause 12.

**13. General**

This Agreement, and any disputes arising from or relating to the interpretation thereof (including non-contractual disputes), shall be governed by Danish law and shall be subject to the exclusive jurisdiction of the Danish Courts. Any amendment to this Agreement must be made in writing and signed by both parties. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently. You shall not, without the prior written consent of Hamburg Süd, assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with this Agreement or any rights under this Agreement, or sub-contract any or all of its obligations under this Agreement, or purport to do any of the same. Any purported assignment in breach of this section shall confer no rights on the purported assignee.