

API Terms of Use

General

The following terms and conditions govern the use of the Ticket-Gateway application programming interfaces from visitBerlin (the “Ticket-Gateway API”). By using the Ticket-Gateway API, you agree to the terms below. If you disagree with any of these terms, visitBerlin does not grant you a license to use the Ticket-Gateway API. We reserve the right to update and change these terms from time to time without notice.

Your license to the Ticket-Gateway API under these terms continues until it is terminated by either party. You may terminate the license by discontinuing use of all or any of the Ticket-Gateway API. visitBerlin may terminate the license at any time for any reason. Your rights to use the Ticket-Gateway API terminate automatically if (i) you violate any of these terms, (ii) visitBerlin sends a written notice of termination to you, or (iii) visitBerlin disables your access to the Ticket-Gateway API.

Licensed Uses and Restrictions

The Ticket-Gateway API is owned by Berlin Tourismus & Kongress GmbH (visitBerlin) and is licensed to you within the European Union (except as limited below), on a non-exclusive, non-sublicenseable, non-transferable basis on the terms and conditions set forth herein. These terms define legal use of the Ticket-Gateway API, including all ticket purchases, ticket transmissions, updates, revisions, substitutions, and any copies of the Ticket-Gateway API made by or for you. Any purchase or transmissions of tickets through the Ticket-Gateway API will be governed by visitBerlins Terms of Use. All rights not expressly granted to you are reserved by visitBerlin.

Ownership and Relationship of Parties

visitBerlin owns all right, title and interest in and to the Ticket-Gateway API. The Ticket-Gateway API is protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws. visitBerlins rights apply to the Ticket-Gateway API and all output and executables of the Ticket-Gateway API, excluding any software components developed by you which do not themselves incorporate the Ticket-Gateway API or any output or executables of the Ticket-Gateway API. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in these terms. visitBerlin owns all rights, title, and interest in and to the Ticket-Gateway API. These terms grant you no right, title, or interest in any intellectual property owned or licensed by visitBerlin, including (but not limited to) the Ticket-Gateway API and visitBerlin trademarks.

Support

visitBerlin may elect to provide you with support or modifications for the Ticket-Gateway API, in its sole discretion, and may terminate such support at any time without notice to you. visitBerlin may change, suspend, or discontinue any aspect of the Ticket-Gateway API at any time, including the availability of any Ticket-Gateway API. visitBerlin may also impose limits on certain features and services or restrict your access to parts or all of the Ticket-Gateway API without notice or liability.

Warranty Disclaimer

The Ticket-Gateway API, API-website and associated materials are provided on an “as is” and “as available” basis. visitBerlin disclaims all warranties, conditions, or representations (express, implied, oral or written) with respect to the Ticket-Gateway API and any support related thereto, including all warranties of merchantability, fitness for a particular purpose, non-infringement, non-interference, accuracy of data, and warranties arising from a course of dealing.

Limitation of Liability

The following limitations of liability apply irrespective of any failure of essential purpose of any limited remedy, and also apply regardless of the legal or equitable theory on which damages are sought. However, in no event will the limitations apply to the extent prohibited by applicable law.

Except for claims arising out of gross negligence or willful misconduct, in no event will visitBerlin be liable for any special damages, including but not limited to costs of procurement of substitute goods or services or any special, indirect, incidental, exemplary, or consequential damages, including but not limited to lost profits, loss of goodwill, business interruption, or loss of information, of any party, including third parties, regardless of whether such party was advised of the possibility of the foregoing. In any case, visitBerlin’s aggregate liability under this agreement will not exceed the greater of one hundred euros (100,00 €) or the aggregate fees you paid for access to the Ticket-Gateway API in the twelve month period.

Release and Waiver, Hold Harmless and Indemnity

You hereby release and waive all claims against visitBerlin, and its subsidiaries, officers, agents, licensors or other partners, and employees from any and all liability for claims, damages (actual and/or consequential), costs and expenses (including litigation costs and attorneys’ fees) of every kind and nature, arising from or in any way related to your use of the Ticket-Gateway API.

You agree to hold harmless and indemnify visitBerlin and its subsidiaries, officers, agents, licensors or other partners, and employees from and against any third-party claim arising from or in any way related to your use of the Ticket-Gateway API, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys’ fees, of every kind and nature.

General Terms

Notwithstanding any provision hereof, for all purposes of the Ticket-Gateway API Terms of Use, you and visitBerlin shall be and act independently and not as partner, joint venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of visitBerlin, express or implied.

If any provision of the Ticket-Gateway API Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision and that the other provisions remain in full force and effect.

The Ticket-Gateway API Terms of Use and the relationship between you and visitBerlin shall be governed by the laws of Germany without regard to its conflict of law provisions.

Legal Notice

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