

South Ferry Customer Account (the “Account”) Terms and Conditions

- 1.** Signing up for an account is open to any individual age 18 years or older. To sign up for an account, visit sspass.southferry.com. (the “Site”) and complete the online enrollment application (the “Online Application”). Individuals must provide their full name, address, phone number and email address in order to complete the Online Application. A company or corporation must call us or sign up in person. The account holder must also create a unique password, which will be used to access the Account online on the Site. Enrollment applications may be completed over the telephone or in person at the South Ferry office(s). Written or paper enrollment applications will not be accepted.
- 2.** The account holder agrees to (a) provide true, accurate, current and complete information as prompted by the Online Application and (b) maintain and promptly update the data provided in the Online Application to keep it true, accurate, current and complete. The Member shall be responsible for advising South Ferry of any changes of name, address, telephone number or email address. If the account holder provides information in the Online Application that is untrue, inaccurate, not current or incomplete, or if South Ferry has reasonable grounds to suspect that the information provided by the account holder is untrue, inaccurate, not current or incomplete, South Ferry has the right to suspend, terminate, or refuse the account holder’s current or future use of the Account.
- 3.** Each individual account holder represents that such account holder is of sufficient legal age to use the Account and create binding legal obligations for any liability the account holder may incur as a result of such account holder’s use of the Account.
- 4.** Once the account holder completes the Online Application, a South Ferry Account (the “Account”) will be created for the account holder. An account number (the “Account Number”) will automatically generate for the account holder’s Account. A confirmation email will be sent to the account holder containing the information provided in the Online Application, the Account Number, the account holder’s unique password (the “account holder’s Password”), and a printable account holdership card showing the account holder’s name and Account Number (the “account holdership Card”). The account holder’s Password must be entered to access the account holder’s Account online. The account holder may print a copy of the account holdership Card provided in the confirmation email. South Ferry will not generate or send a plastic or paper account holdership card to any account holder.

5. The account holder agrees not to upload, post, email or otherwise transmit any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Account. The account holder further agrees not to spam or flood the Site, or remove any copyright, trademark, or other proprietary rights notices contained on the Site.

6. The account holder agrees not to violate any applicable local, state or federal statutes, regulations, regulatory guidelines and judicial or administrative interpretations, or any rules or requirements established by South Ferry Account or its affiliates (all of which shall constitute “Applicable Law”) in connection with the account holder’s use of the Account.

7. The account holder shall be subject to the terms and conditions herein (the “T and C”) and any guidelines, rules or amendments posted at sspass.southferry.com (subject to routine updates). A paper copy of the T and C of the Account may be obtained by calling 631-749-1200, or by sending a written request to South Ferry, 135 South Ferry Road, Shelter Island, NY 11964. The account holder agrees that participation in the Account represents the account holder’s acceptance of the T and C. Upon request, the account holder agrees to sign a non-electronic version of the T and C.

8. Definitions. For the purposes of the T and C and the Account, the following terms relate to travel on South Ferry vessels and are defined as stated herein. “Auto Ferry” means a ferry that can accommodate vehicles, including automobiles, trucks, motor homes and buses, along with passengers. “Vehicle Ticket” means a single ticket, which allows one (1) vehicle to travel on the Auto Ferry. “Passenger Ticket” means a single ticket for an individual, which allows travel on the Auto Ferry.

9. South Ferry must approve all accounts for Residents in order to allow for Resident pricing when booking online. Account approval may take up to 2 business days. Any Resident who created their account online but has not been authorized as a resident should contact South Ferry at 631-749-1200 during business hours.

General Rules of the Account

1. Notices to account holders of the Account from South Ferry may be made via either email or regular mail to any address provided by the account holder in the Online Application or other information that such account holder has provided to South Ferry in connection with the Account. Account holders may also be notified of changes to the T and C or other matters at www.southferry.com. Any and all interpretations of the T and C and rules of the Account shall be at the sole discretion of South Ferry.

2. South Ferry MAY, IN ITS DISCRETION, CANCEL, MODIFY, AMEND, RESTRICT OR TERMINATE THE ACCOUNT OR ANY ASPECTS OR FEATURES OF THE ACCOUNT AT ANY TIME WITHOUT PRIOR NOTICE. Updates to rules of the Account and updates to the T and C will be posted on the Site.

3. ALL TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. South Ferry RESERVES THE RIGHT TO ALTER, MODIFY, AMEND OR CANCEL THE ACCOUNT AT ANY TIME WITHOUT PRIOR NOTICE.

4. THE TERMS AND CONDITIONS OF THE ACCOUNT AND THE RELATIONSHIP BETWEEN account holders AND THE ACCOUNT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS. EACH account holder AGREES TO SUBMIT TO THE PERSONAL AND EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF NEW YORK.

5. DISCLAIMERS. THE SITE, THE MATERIALS ON THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED OR ACCESSED THROUGH THE SITE ARE PROVIDED “AS IS” AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, South Ferry, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THE SITE AS IT RELATES TO THE ACCOUNT. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO EVERYONE. South Ferry AND ITS AFFILIATES AND AGENTS DO NOT WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-

FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE account holder ACKNOWLEDGES THAT HE OR SHE IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE AND ALL CHARGES RELATED THERETO. THE account holder ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF THE SITE AND THE account holder's RELIANCE THEREON.

8. The account holder agrees to indemnify, defend and hold South Ferry, its affiliates, officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorney's fees), or other expenses that arise directly or indirectly out of or from (a) the account holder's breach of the T and C, (b) any allegation that any materials submitted or transmitted by the account holder to South Ferry or the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) the account holder's activities in connection with the Site or any services related to the Site or the Account.

7. The failure of South Ferry to exercise or enforce any right or provision of the T and C shall not constitute a waiver of such right or provision.

8. South Ferry reserves the right to make promotional offers selectively available to account holders based on travel activity, geographic location, participation in the Account and other factors determined by South Ferry.

9. If any part of the T and C is determined to be invalid or unenforceable pursuant to Applicable Law, including but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the remainder of the T and C shall continue in full force and effect.