

## ProtectedSeas // Terms of Use for Data

IMPORTANT – PLEASE READ CAREFULLY THESE TERMS OF USE FOR THE GEOGRAPHIC, REGULATORY, MARINE AND OTHER DATA PROVIDED BY PROTECTEDSEAS (COLLECTIVELY, THE “**DATA**”). BY CLICKING ON THE “I AGREE” BUTTON, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW), (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF USE (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW), AND (3) YOU AGREE THAT YOU ARE ENTERING INTO THESE TERMS OF USE (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW) WITH PROTECTEDSEAS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, OR IF YOU DO NOT HAVE SUCH AUTHORITY, YOU SHOULD CLICK ON THE “CANCEL” BUTTON TO DISCONTINUE THE DOWNLOAD OF, AND YOU MAY NOT ACCESS, THE DATA.

### Use of the Data

The Data is provided to you for informational purposes only. **YOU ACKNOWLEDGE AND AGREE THAT THE DATA ONLY CONTAINS A SUMMARY OF KEY ELEMENTS OF CERTAIN LAWS AND REGULATIONS, AND IS NOT A COMPLETE OR COMPREHENSIVE GUIDE TO COMPLIANCE. THE DATA MAY BE INCOMPLETE, INACCURATE, OR OUT OF DATE. THE DATA DOES NOT CONSTITUTE A LEGAL DOCUMENT AND IN NO EVENT SHALL THE DATA BE USED FOR SUCH PURPOSES. YOU ARE OBLIGATED TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS WHICH MAY BE APPLICABLE TO YOU. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE READING AND COMPREHENSION OF APPLICABLE LAWS AND REGULATIONS ARE YOUR SOLE RESPONSIBILITY. YOU SHOULD NOT RELY ON THE DATA AS A SOURCE OF LEGAL INFORMATION OR ADVICE AND YOU SHOULD SEEK INDEPENDENT CONFIRMATION OF ALL APPLICABLE LAWS AND REGULATIONS BEFORE UNDERTAKING ANY ACT OR OMISSION IN, OR RELATED TO, A MARINE AREA.** The Data may be subject to additional terms and conditions, including, without limitation, ownership and/or restrictions on the use, copying, or distribution of the Data. Please contact the applicable agency, organization, or other managing authority for such additional terms and conditions.

### Copyright Notice

As required by 17 U.S.C. 403, third parties publishing copyrighted works consisting predominantly of the material produced by U.S. government agencies must provide notice with such work(s) which clearly identifies the U.S. Government material incorporated and stating that such material is not subject to copyright protection within the United States. The information contained in the Data with respect to federal regulations is in the public domain and not subject to copyright protection within the United States unless specifically annotated otherwise (copyright may be held elsewhere). Foreign copyrights may apply.

### Disclaimer

PROTECTEDSEAS IS PROVIDING THE DATA ON AN “AS-IS” BASIS FOR USE AT YOUR OWN RISK. PROTECTEDSEAS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY,

SATISFACTORY PURPOSE, AND FITNESS FOR A PARTICULAR PURPOSE. PROTECTEDSEAS DOES NOT WARRANT THAT YOUR ACCESS TO THE DATA WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE DATA, OR THE RESULTS FROM YOUR USE THEREOF, WILL BE CORRECT, COMPLETE, ACCURATE, RELIABLE, OR VIRUS-FREE. YOU ACKNOWLEDGE THAT YOU HAVE RELIED ON NO WARRANTIES.

BY ACCESSING OR USING THE DATA YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE DATA.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL PROTECTEDSEAS BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS OF USE, OR TERMS OR CONDITIONS RELATED THERETO, UNDER ANY WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF USE, LOST PROFITS, LOSS OR INACCURACY OF DATA, OR COST OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT PROTECTEDSEAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROTECTEDSEAS' AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND PROTECTEDSEAS.

### **Governing Law and Venue**

These Terms of Use are governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You acknowledge and agree to resolve any dispute you have with ProtectedSeas exclusively in the state courts located in Santa Clara County, California and federal courts located in the Northern District of California, and to submit to the personal jurisdiction of such courts for the purpose of litigating all such disputes.

### **Other Terms**

These Terms of Use constitute the entire agreement between you and ProtectedSeas and governs your use of the Data, superseding any prior or contemporaneous agreements between you and ProtectedSeas whether oral, written, or otherwise. Any waiver, amendment or modification of any provision of these Terms of Use must be in writing and executed by both parties. The failure of either party to exercise any right provided for by these Terms of Use shall not be deemed a waiver of that right. Each party represents and warrants to the other that the execution and delivery of these Terms of Use and the performance of such party's obligations have been duly authorized and that these Terms of Use are a valid and legal agreement binding on the party and enforceable according to its terms. You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of ProtectedSeas. Any purported assignment or delegation by you in violation of the foregoing will be null and void. ProtectedSeas may assign these Terms of Use or any rights hereunder without your consent. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the parties agree that such portion will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions, and the remaining

provisions of the Terms of Use remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify the Terms of Use. These Terms of Use do not confer any third-party beneficiary rights. You agree to indemnify and hold ProtectedSeas harmless from any losses, costs, liabilities, and expenses (including reasonably attorneys' fees) relating to or arising out of your distribution of the Data, or any information derived from the Data, to any third party.

**Questions or Additional Information.** If you have questions regarding these Terms of Use, please send an e-mail to [support@protectedseas.net](mailto:support@protectedseas.net).