

Boatfax - Terms and Conditions

Please read these Terms and Conditions carefully. In using the boatfax site you agree to be legally bound by these terms, which take effect immediately on your first use of the site. There may be other terms and conditions within areas of the boatfax website, which relate to your use of such areas, and such other terms and conditions will, together with these Terms and Conditions, govern your use of the boatfax Website. Dealers: users registered as a Dealer; please note additional Terms & Conditions set out in the specific Dealer section below. boatfax reserves the right to change these terms of use at any time and your continued use of the website following such change shall be deemed to be your acceptance of such change. If you make any purchases you will, in addition, be subject to the then current conditions of sale that apply to all such purchases. You will be asked to confirm your agreement to the conditions of sale prior to making any purchases. By completing the user registration form, you will be deemed to have accepted these terms and conditions. Also, by subscribing to any of our email services, you are deemed to have accepted these terms and conditions. In consideration of boatfax granting you access to the pages of the site, you agree to be bound by the terms and conditions of use. You must not attempt to interfere with the services we provide, or try to gain unauthorised access to other sites, computers or networks connected to or via the site. You agree not to use the website: to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the website; to transmit or re-circulate any material obtained from the website to any third party except where expressly permitted by the website; in such a way that might infringe third party rights or that might bring boatfax into disrepute; as a site member, not to post offensive comments via our on-line community section, or otherwise abuse your site membership, which may in such circumstances be revoked by boatfax.

Registration

In order to register for access to features within the boatfax web site we will require you to supply your e-mail address and a password. Postal address and phone numbers are required for use of some features. Dealers are requested to provide additional information pertinent to their business. Registrants are also presented with the option of supplying additional information to assist in the future contact, and the make and model of any boats / assets owned. Information provided for Payment by Credit Card is collected over a secure connection.

You undertake to register for a boatfax service using accurate and current information about yourself - including your correct name, address and any other requested details. If you are asked for, and provide, details of a credit, debit or charge card; in that event, you must ensure that (a) you are fully entitled to use that card, and (b) it has available funds sufficient to cover the charges which are deducted from it. As part of the registration process for the boatfax Service, you will receive a verification email, the purpose of which is to take reasonable steps to ensure that the email address you have nominated during registration is controlled by you. That or subsequent email(s) will also contain confirmation of your password, subscriber level and other appropriate instructions for you to follow. Subscribers Users who enter the site and register for a boatfax service become "Subscribers". They must be at least 18 years of age. Subscribers divide between those who decide to pay a fee to use the enhanced level of services provided to become Paid-Up subscribers and those who do not. The difference between these types of subscriber is set out in the section entitled Subscribers Rates & Benefits. If you decide to become a Paid-Up Subscriber, and therefore pay the appropriate Subscribers fee, you are agreeing to take the Subscription or Service type we make available to you shortly after that fee is paid. You will not be entitled to any refund of that fee. Your Subscription will last for period offered with the service and will commence from the date of receipt of payment. We will automatically renew your subscription by rebilling your card at the end of each subscription period, at the advertised current prices and terms, unless notification of subscription cancellation is advised to us in advance as set out in the Cancellation Clause. We reserve the right to adjust the amount of the fee for Subscription, the period which it covers, the services which it enables you to obtain and other factors from time to time. However, these changes, will not affect your current Subscription. You can cancel your renewal at any time providing you send us a written request to cancel not less than 7 days before the renewal date. To remove your details from our database please select De-Register from the website to submit a de-registration request and we will remove all your details once we have confirmed this with you. Alternatively send an email to dataadmin@boatfax.com This e-mail address is being protected from spam bots, you need JavaScript enabled to view it from your log on email address and place the words CANCEL USER on the subject line. Cancel User, de-registration or de-activation can be confirmed by attempting a log-in to website using your cancelled details. If the User details supplied have been cancelled the log-in will fail. User may specifically request a confirmation of cancellation within any Cancel User email sent to boatfax Fees (i) You acknowledge that we are entitled to alter the amount or the basis of the calculation of our fees from time to time, provided that such amount or basis is clearly stated at the time when you agree to take the relevant boatfax Service. (ii) Fees paid by a Subscriber will not be rebated or refunded by boatfax, unless the Service for which the Subscriber has subscribed is completely withdrawn from that Subscriber by us other than in circumstances permitted under this Agreement. We may add new or ancillary services from time to time which require the payment of fees - either to us or a nominated third party - on terms which will be provided to you at the time. Submitting text for publication on boatfax Users of the site may submit material for publication. boatfax accepts no liability in respect of any material submitted by users and published by boatfax and are not responsible for its content and accuracy. If you submit material to boatfax for publication, you may do so on the following terms and conditions:

- (i) publication of any material you submit to boatfax will be at our sole discretion. We reserve the right to make additions or deletions to the text or graphics prior to publication, or to refuse publication
- (ii) you grant boatfax a non-exclusive, perpetual, royalty-free, worldwide licence to republish any material you submit to us in any format, including without limitation print and electronic format

- (iii) you warrant to boatfax that any material you submit to us is your own original work and that you own the copyright and any other relevant rights
- (iv) you warrant that the material you submit is not obscene, offensive, defamatory of any person or otherwise illegal
- (v) you agree not to post material which is deliberately intended to mislead or upset other users
- (vi) you acknowledge that any breach of these warranties may cause us damage or loss and you agree to indemnify us in full and permanently against any third party liabilities, claims, costs, loss or damage we incur as a result of publishing material you submit to us, including consequential losses.
- (vii) we reserve the right to remove your access to individual services completely if we believe you are abusing the services in any way. Submitting graphical material and photography for publication on boatfax When you upload photographic or other graphical material to boatfax, you do so in accordance with these Terms of service: You hereby agree that you have taken the photograph(s) and/or created the graphical material you have sent to us or you have permission from or are authorised by the owner of the photograph(s)/graphical material to send it (them) to us, and you are granting us a non-exclusive, royalty-free licence to publish or otherwise use the photograph(s)/graphical material in any way and at any time we want on the boatfax web site(s). Photographs and graphical material will be published at the discretion of the site administrator. We may cut, edit, crop or arrange your photograph(s) or graphic as we think fit to appear on the boatfax web site, and we may remove your photograph(s) or graphics at any time. Prohibitions You are responsible for ensuring that no material you post, or which is posted through a machine on which you access the boatfax Service, nor any activity or communication you make in connection with any boatfax Service, will be capable of (a) infringing the intellectual property or other rights of any person or entity, (b) breaching any applicable law, whether criminal, tortious or otherwise, or (c) appearing to be offensive, threatening, obscene, pornographic, false, unreliable or misleading. Right of Automatic Suspension

We reserve the right (a) immediately to suspend or terminate any User and/or Subscriber's access to the boatfax Service, or parts of it, and/or (b) to edit, or require the Subscriber to edit, material posted on the boatfax Service, if the relevant Subscriber or material appears to us to be in breach of any provision of these Terms and Conditions. Any person whose access has been suspended or terminated must not re-register for, or re-access, the boatfax Service without our prior consent. You are responsible for everything which is done on or through the boatfax Service while your Subscriber account is logged on to the boatfax Service, or through your email address(es). Withdrawal of material and Termination of Subscriber Each User and/or Subscriber acknowledges that we are entitled to withdraw any material on the boatfax Service which appears, whether based on information received from Users and/or Subscribers or others or our own determination, to be capable of breaching any part of this Agreement, or to bring the boatfax Service into disrepute. However, each user acknowledges that we do not fully monitor material which appears on the boatfax Service, and that we are reliant upon you and all users to notify us of anything you see here which appears likely to breach this Agreement, using the notification techniques which are made available on the boatfax Service. Operation & Site availability Although we will do our best to provide constant, uninterrupted access to boatfax, we do not guarantee this due to certain technical matters which may be beyond our control. We accept no responsibility or liability for any interruption or delay. boatfax reserves the right to withdraw or modify one or more aspects of the Service provided where we have legal or technical reasons to do so (including technical difficulties experienced by boatfax or on the internet). There may also be times when the boatfax Service becomes unavailable, whether on a scheduled or unscheduled basis. For security or other reasons, we may require you to change your password or other information which facilitates access to the boatfax Service. Exclusion of Liability in Relation to Third Party Websites

boatfax accepts no liability with respect to any of the products, information, material or services offered or provided by any persons or other organisations listed on, or linked to, the Website, nor do we endorse any of them or any of their products or services. Should you decide to contract with any such person or organisation, the contract will be directly between you and that other party. We will have no contractual involvement, and will not be liable to you in contract or otherwise for any losses or damages that you suffer in relation to and as a result of products, information, materials or services provided to you by any of these organisations. Any links provided on the site are for your convenience. We do not endorse or take responsibility for the content of those websites, are not responsible for the availability of the websites and will not be liable in any way for any loss or damage which you may suffer by using those websites. If you decide to access linked websites you do so at your own risk and we encourage you to read the privacy statements applicable to each specific site. You are solely responsible for evaluating the integrity of the operators of any Third Party Websites; the accuracy and completeness of any information contained on them, and the value and authenticity of any goods or services offered through them. You must not make the boatfax website or any part of it available as part of another website, whether by hyperlink framing on the Internet or otherwise without prior permission or agreement from boatfax. You must not make the Website or any part of it appear on any other website as having a special relationship with that or any other website(s) without prior permission or agreement from boatfax. Advertisers Individual advertisers are solely responsible for the content of advertising material which they submit to us, including ensuring that it complies with relevant legislation. We accept no responsibility for the content of advertising material, including, without limitation, any error, omission or inaccuracy therein. If you wish to place an advertisement on boatfax, please email the advertising sales team at: advertising@boatfax.com Additional services boatfax or its affiliates may offer new or additional services through the boatfax Service from time to time. Your use of those services may be subject to additional terms and conditions, or rules of use, which you must comply with. Provided that those terms or rules are notified to you on the boatfax Service in an appropriate manner (as determined by boatfax in its reasonable discretion), any failure by you to comply with a material provision of the terms or rules governing those services will amount to a breach of this Agreement. Intellectual Property By using the service provided by boatfax you acknowledge that all copyright, trade marks, and other intellectual property rights in and relating to the boatfax Service (including the material which is

contributed by Users and Subscribers alike) is owned by boatfax. No-one may copy, distribute, show in public or create any derivative work from the boatfax Service, or any of the material which is found on the boatfax Service unless properly licensed to do so by boatfax. In providing any material by whatever method to boatfax, you: (i) Are representing that you are fully entitled to do so; (ii) Grant boatfax a non-exclusive, royalty-free, non-terminable licence right to copy, modify, distribute, show in public and create derivative works from that material in any form, anywhere. (iii) Authorise boatfax to adapt the relevant material in the course of doing so, and so waive your moral rights to object to any derogatory treatment, or to be identified as the author, of the material in question. Excluded loss We will not be liable to you or any third party for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, howsoever caused (whether arising out of any negligence or breach of this Agreement or otherwise). Boatfax will also not be liable for any failure to perform of its obligations under this Agreement caused by matters beyond its reasonable control. Maximum liability Without limiting the preceding Clause, during any period of twelve months, the aggregate liability of boatfax under this Agreement (whether arising in negligence or otherwise) will not under any circumstances exceed the greater of (a) \$50, or (b) an amount equal to the sums paid by you to us by way of Subscriber fees during the relevant period of twelve months, regardless of the cause or form of action. Indemnity You agree to indemnify boatfax against all liabilities, claims and expenses that may arise from any breach of this Agreement by you or through a machine on which you access the boatfax Service. Assignment We reserve the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement. You may not without the written consent of boatfax assign or dispose of this Agreement. Entire Agreement This Agreement includes our privacy policy. Together they contain the whole of the agreement between us and you concerning the boatfax Service and they replace all earlier agreements and understandings with you, except for any fraud or fraudulent representation by either of us. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement. Data Validity Whilst every effort is made to provide an up-to-date comprehensive database and to keep information current, boatfax cannot be held liable for errors, omissions or exceptions. Users are encouraged to carry out additional information checks to verify the status of the vessel or equipment. boatfax operates a policy of data verification to the extent it is able to at the time. All vessel registration and identification numbers are checked and verified against manufacturers information to the extent that the data is available at the time. If information is considered as incorrectly entered into the boatfax registry, we will contact you to confirm the information prior to this being activated within the database register. If an item is reported as Lost or Stolen, the details of this entry will be verified and the submitter of the report will be contacted to confirm the entry. Disclaimer of Warranties and Liability In no event shall boatfax be liable for any loss or damage, howsoever arising, out of or in connection with your use of the website or the material content, including, without limitation, direct or indirect loss, consequential loss or damage, loss of profit or goodwill, loss arising from use or inability to use, loss arising from any errors or omissions in the material content or in the website as a result of breach of contract, negligence, delict or tort. Boatfax has no control over or responsibility for the truth or accuracy of any material available on the boatfax site, whether provided by Subscribers or others. You should exercise no lesser degree of caution in appraising what you see on the boatfax site than you do offline. Even though Subscribers are prohibited from doing so, people may provide information, or otherwise behave, in a way that is unreliable, misleading or even illegal. Further, you should note that people may not necessarily be who they say they are. If any third party sites are linked to or from the boatfax site, this does not mean that we endorse or have any responsibility for the site in question or anything which appears on it. Whilst effort has been taken to ensure that the site is free from viruses, no warranties are given that it is free from viruses and users are responsible for ensuring that they have installed adequate virus checking software. boatfax shall not be liable for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of the site or any hardware on which it is hosted. Release Your use of the boatfax Service is entirely at your own risk. The information on the website has been included in good faith for general informational purposes only. It should not be relied upon for any specific purpose and no representation or warranty is given as to its accuracy or completeness save where the information provided forms the basis of a specific contract with you. Accordingly, to the extent that the law permits, you release boatfax, its officers, directors, contractors and employees from all liability arising out of or in connection with the boatfax Service and the material included here by Users, Subscribers and other third parties. Mapping Boatfax utilises a 3rd party mapping system to approximately indicate the location of equipment, boats, dealers, users and other items promoted or registered on boatfax. Boatfax does not warrant or guarantee the location of these items, locations being derived from information provided by users and reliant upon the services of the 3rd party. Users should satisfy themselves of the location. DEALERS Dealer conditions Dealer is obligated to place only proper offers for sale of boats or equipment in the database, and to enter these conscientiously and factually through the input mask made available, while including all significant facts, figures, and faults that may affect a decision to purchase. Dealer is obligated to not intentionally publish misleading information. Dealer shall not be entitled to set up any files containing images that are not exclusively of the Boat or Equipment or of an equivalent model for sale. During the trial period, Dealer shall have free use of the boatfax Boat & Equipment promotional tools, as defined in the free promotional package as offered at the time of commencement. In the event of default of payment, boatfax shall be entitled to block the sales offers placed by Dealer until the contractual payment due is received from Dealer (general lien). The rights of boatfax to claim damages and to terminate the contract due to default of payment shall remain in effect Dealer, upon completing the registration form online, shall be deemed to have offered to license the database against payment. Acceptance of this registration and consequent execution of a contract shall be in the form of an e-mail confirmation issued at the sole discretion of boatfax. In the event Dealer's registration information changes, Dealer shall be obligated to immediately notify boatfax accordingly or to alter the information in the Dealer administration area directly. The DealerCast product is subject to the same Terms and Conditions, and Restrictions of acceptable content. Boatfax retains the right to determine the date of

insertion of material submitted for inclusion within the DealerCast product. Boatfax will not be liable for any delays or cancellation in publication of the DealerCast product. Dealer Monthly Payment Terms Fees shall be due and payable monthly in advance and will fall due on the day of confirmed registration and thereafter on the same day of each month, until the contract period expires. Should the payment date coincide with a subsequent calendar date that is not present within the payment month; payment will be due on the last day of the same month. Whereby payment is on an annual basis, this shall be due once a year on the same anniversary date. The method of payment shall be by credit, debit card or currently accepted payment system. Dealer shall provide appropriate credit or debit card details of a valid and active bank card such that sufficient funds are made available on the contractually due payment date. Boatfax will initiate a recurring payment of the monthly amount due, such that the same amount is charged using all the information provided within the initial transaction, until the agreed contract term expires. In the event of default of payment, boatfax shall be entitled to suspend the sales offers placed by Dealer until the contractual payment due is received from Dealer (general lien). The rights of boatfax to claim damages and to terminate the contract due to default of payment shall remain in effect. Dealer shall be responsible for all costs that arise as a consequence of nonpayment, provided Dealer is responsible for the lack of adequate funds in the account at the time of direct debit. The fees for the periods of use stated on the Web site at the time of contract conclusion shall apply. These fees are net rates subject to any statutory Sales Tax or VAT/EU Tax due under the laws of sale within the country of sale. Boatfax reserves the right to raise its fees following contract execution to reflect higher costs, especially for taxes, wage agreements, social security benefits, telecommunications, or due to changes in market conditions. Dealer shall be notified of any fee increases in writing or by e-mail at least four weeks in advance of their going into effect. Such an increase shall be deemed accepted, unless Dealer objects to the new fees before they become effective. Boatfax shall, in the e-mail or correspondence regarding the new fees, draw Dealer's attention specifically to the consequences of observing silence. Dealer Contract Term The free trial period shall be for 60 Days (or the number of days set out in the Trial Period at the time of commencement) from the registration date and shall terminate automatically without notice. The contract term against payment shall be for a period of twelve (12) months, commencing upon receipt of a confirmation e-mail from boatfax sent after submission of the registration form. This term may only be cancelled effective the end of the term. The contract shall renew automatically for an additional Twelve (12) months, unless terminated with a notice of six (6) weeks before expiry of the existing or extended contract term. The right to immediate termination for just cause shall remain in effect. The contract may be terminated by sending notification via e-mail to: Dealers@boatfax.com

USE OF INFORMATION

General

boatfax is a web-based provider of services. Information supplied in this site is treated in accordance with our Privacy Policy (Confidentiality Statement). When you register with our site, we ask you whether you would like to receive our email newsletters, details on changes to the site, offers and services from third party companies via email and/or via post that we feel may be of interest to you. You have the ability to opt-out of receiving all or any of these offers during registration. From time to time, we may ask our market research partners to contact you by email, mail or telephone as part of a survey of our services. You will be able to choose at the time whether or not you want to take part in that survey.

We have taken measures to ensure that information supplied to us is held securely. As a consequence - we may occasionally request proof of identity before allowing access to your personal information.

You have the right to access all personal information supplied to boatfax and rectify any inaccuracies on the information held. A charge of \$15 will be made for any subject access request. Further enquiries should be made to dataadmin@boatfax.com This e-mail address is being protected from spam bots, you need JavaScript enabled to view it

Amendments and Updates to this policy may be made from time to time. Any revisions will be posted on this page so you will always be aware of what information we collect. Online Asset Registration

In order to place an asset (boat, vessel or equipment) on the boatfax web site, we will require you to enter details on the asset, Hull Identification Number (HIN) or Serial numbers of the asset, vessel name(s), registration information, identifying features, picture (as appropriate), your email and contact address details and maybe a telephone number.

Asset Searches

In order to conduct an asset search on the boatfax web site, we will require you to supply various details and a selection of identifying criteria matching the asset under search, for example HIN, make, model, location and major identifying features.

Vessel, Equipment and Asset Searches

Hull Identification Numbers (HINs), Craft Identification Numbers (CINs), Serial Numbers, address details, equipment and asset information is collected in order to provide a relevant match of assets against a specified search. The inclusion of your ZIP code, Postcode, country or region details enables us to provide the information focused within that specific territory, rather than items randomly spread throughout the world.

Registration

Email addresses are collected in order to generate a log-on identification and to provide users online access to their registration details. The User can access this information at any time in order to update their details or update asset loss details or change the option on whether they would like to receive communication from boatfax or selected third parties.

Other registration information is collected in order: To generate an overall audience profile of visitors using the boatfax

web site. This information is then used to assist in developing relevant content features on the site as well as ensuring trade and private advertisers, looking to reach specific audience groups, are encouraged to place their stock or promotions on the site. To provide sellers with the ability to communicate their intention to promote and sell an item to prospective buyers. To provide our web site visitors with the option to receive the boatfax email bulletins/news letters, as well as the option to receive email and postal offers from selected third party companies that boatfax believes may be of interest to them. If a visitor has supplied insurance renewal date information and/or boat ownership details, it provides boatfax with the potential to better target that visitor with relevant and timely consumer offers by email or post, providing that visitor has opted to receive notification on such offers. To support our Saved Search and Alerts functionality, whereby visitors to our site can store settings on searches and/or set up Alerts to be notified (by email or SMS) if a specified boat is desired by a user or checked on the boatfax web site. Unless a subscriber supplies their cell / mobile phone number or email address, we are unable to send such alerts. Users may cancel or control such features as provided within the boatfax web site. **USE OF COOKIES**

When you login to the boatfax web site we issue a "cookie" or unique identification code that enables us to recognise your computer and store settings to help facilitate your use of our site. Please note, you DO NOT need to accept a cookie in order to visit the boatfax website, but you do need to accept a cookie in order to login. For further information on cookies or for details on how to delete them or refuse their installation on your computer, please visit www.aboutcookies.org Why we use cookies: To enable the delivery of functionality that improves the ease and speed of using the boatfax web site (see above) To hold Subscribers' login information, to facilitate optimal use of the boatfax Service by Subscribers by means of a temporary "session" cookie. These cookies disappear when the Subscriber's browser session ends, or if the Subscriber clicks the "logoff" text. To limit the frequency of display advertisements, particularly pop-up boxes. By limiting advertisement exposure we provide a more compelling user experience for site visitors and also ensure that advertisements on boatfax are more evenly spread across our user base. To enable us to track the relative demand for different types of items logged on the site. Such information enables us to better target advertising at users searching for specific items. To enable us to track the relative popularity of disparate parts of our site. This in turn enables us to concentrate our efforts on developing those parts of the site that are generating the greatest consumer demand. Severability

If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of Judicial Decree or law then, to the extent and within the jurisdiction in which that Term or Condition is found to be illegal, invalid or unenforceable, it shall be severed and deleted and the remainder of the Terms and Conditions as published on the boatfax site shall survive, remain in full force and effect, and shall continue to be binding and enforceable. Variations These terms may be varied from time to time. Please ensure that you review these terms regularly as you will be deemed to have accepted all variations if you continue to use the site after a variation have been posted. If you do not agree to any changes made, you should stop accessing the website immediately. Cancellation You can cancel your renewal at any time providing you send us a written e-mail request to cancel not less than 7 days before the renewal date. Email to: dataadmin@boatfax.com This e-mail address is being protected from spam bots, you need JavaScript enabled to view it Contact boatfax is a web based provider of services. As such all communication shall initially be by e-mail to: info@boatfax.com Dealers will be provided with a separate communication email address. This e-mail address is being protected from spam bots, you need JavaScript enabled to view it Governing Law & Jurisdiction These Terms and Conditions are governed by and interpreted in accordance with the laws of The United Kingdom. Any disputes arising under or in connection with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the English Courts. boatfax is a trading style of Boatfax Ltd, a UK Corporation. This Agreement is a legal document which sets out the rights and obligations of you the user, and those of boatfax ("boatfax", "we" or "us"), in relation to this site and the services offered by boatfax through it (the " boatfax Service"). By consulting with or by registering for the boatfax Service, you agree to the terms of this Agreement, and you re-affirm your acceptance of this agreement and the General Legal Statement published on this site, every time you use or visit the boatfax site. Visitors to the boatfax site who do not register to become a Subscriber similarly affirm that they are bound by this Agreement each time they access the boatfax website. All personal information collected and used from the boatfax site will be processed in accordance with the 1998 Data Protection Act and the Data Privacy Laws.

If you do not agree with these Terms and Conditions please do not access and/or use the site. {closebot}