

Terms of Service Agreement
("Agreement")

Between

Boat Universe, LLC
(a California limited liability company)

and

User

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Boat Universe, LLC (hereafter "BU"), a California (United States), limited liability company, located at **8957 1/2 Glenoaks Blvd., Sun Valley, CA 91352** operates a website (www.BoatUniverse.net) in order to provide boat brokers and sellers a platform to reach potential buyers and conversely, potential boat buyers to reach sellers and or boat brokers. The website and services is more commonly referred to as "Website").

By using Website, user is a "User" (or in some instances, "Buyer" or "Seller") and User accepts and agrees to this Agreement as a legal contract between User and BU. BU may post changes to this Agreement at any time, and any such changes will be applicable to all subsequent access to or use of Website. If User does not accept and agree to all provisions of this Agreement, now or in the future, User may reject this Agreement by immediately terminating all access and use of Website, in which case any continuing access or use of Website and Service is unauthorized.

This Agreement grants User a limited, revocable, nonexclusive license to access Website and use Website, in whole or in part, including but not limited to BU intellectual property therein, solely in compliance with this Agreement.

1. WEBSITE

BU does not own or sell the items listed on the Website [\[www.boatuniverse.net\]](http://www.boatuniverse.net). The actual contract for sale is between the seller and buyer of which BU is neither. Sellers and buyers are solely responsible for all aspects of the transactions in which they choose to participate. All transactions conducted on Website must be consistent with any applicable laws and this Agreement. BU reserves the right to reject or remove any classified listing ("Classifieds") that is not consistent with the letter or spirit of this Agreement or the law. BU provides the Website as a platform for Users to connect with one another. BU does not screen or control Users who may sell or buy boats and other related items on the Website, nor does BU review or authenticate all listings and items offered for sale.

User / Buyer correspondence or business dealings with, or participation in promotions of, sellers ("Sellers") found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between User / Buyer and Seller. User / Buyer agree that BU is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such Sellers on the Website.

Users of the Website should be aware that (a) Sellers and buyers are wholly responsible for negotiating the purchase, sale and exchange of goods or services; (b) Sellers and buyers must resolve any disputes that may arise from the listing, items and or transactions amongst themselves and without BU involvement; (c) Sellers and buyers are responsible for researching and complying with any applicable laws, regulations or restrictions on items, services, or manner of sale or exchange that may pertain to transactions in which they participate; and (d) Sellers and buyers are responsible for all applicable taxes and for all costs incurred by participating with the Website.

While using or accessing the Website, User will not:

- post false, inaccurate, misleading, defamatory, or libelous content;
- intentionally post, list or upload content or items in inappropriate categories or areas on Website or post identical advertisements in the same category and location or list more than one item per advertisement;
- Offer to sell any item that is not in User possession, does not have the right to sell, or does not exist at the time the posting is posted to the Website;
- use this Website for any fraudulent activity or purpose, including collecting payment from Users / Buyers and not providing the item purchased or filing false claims for insurance payments;
- use BU Services if User is not able to form legally binding contracts (for example if you are under 18), or are temporarily or indefinitely suspended from using Website;
- fail to pay for items purchased by User / Buyer, unless a clear typographical error is made, or User / Buyer cannot contact the Seller;

- fail to deliver items sold by Seller unless Buyer fails to follow the posted terms, or User cannot contact the Buyer;
- solicit others to post on other classifieds sites or link to other classified sites;
- copy, modify, or distribute rights or content from BU or BU copyrights and trademarks; copy, reproduce, reverse engineer, modify, create derivative works from, distribute, or publicly display any content (except for User information) from the Website, services, applications, or tools without BU prior express written permission and the appropriate third party, as applicable; or
- commercialize any application or any information or software associated with such application.

BU may cancel any posting, unconfirmed accounts, or accounts that have been inactive for a long time or modify or discontinue BU Services at any time.

IT IS USERS RESPONSIBILITY TO READ THE DESCRIPTIONS OF THE BOATS, VESSELS, WATERCRAFT, PARTS AND EQUIPMENT, RECREATIONAL VEHICLES, AUTOMOBILES, EVENT TICKETS AND OTHER PRODUCTS (COLLECTIVELY, THE "PRODUCTS") PROVIDED BY THE SELLER AND TO PHYSICALLY INSPECT (IF APPLICABLE) THE PRODUCT PRIOR TO COMPLETING USER PURCHASE(S). Seller is responsible for disclosing prior rental and demonstrative history, hull damage, salvage history, stolen-recovery history, flood damage, and any material cosmetic or mechanical damage defect or irregularity of the Product. It is Seller's sole responsibility to ensure the Product meets all local state and federal safety standards applicable for the model and year of the Product.

All transactions are conducted by Buyers and Sellers. All Product descriptions and prices provided to User / Buyer on the Website, or via separate contract following Users / Buyer submission of a purchase request or inquiry to the Seller, are made by the participating Seller possessing the described Product and not BU. ALL PRODUCTS ARE SUBJECT TO PRIOR SALE AND MAY NOT BE AVAILABLE WHEN USER REQUEST OR INQUIRY IS PROCESSED OR RECEIVED BY A SELLER. ALL PRICES AND TERMS ARE VALID ON DATE OF PUBLICATION ONLY.

IT IS USERS RESPONSIBILITY TO KNOW THE AMOUNT AND NATURE OF ANY DEPOSIT USER / BUYER IS BEING ASKED TO MAKE OR FEES BEING CHARGED TO USER / BUYER AS PART OF USERS / BUYERS PRODUCT PURCHASE OR LEASE. Absent a specific agreement between User / Buyer and the Seller, the Seller is not required to hold any Product off the market and is free to sell any Product at any time before User / Buyer has executed the contract to purchase such Product. The act of submitting a purchase request through the Website does not place a hold on any specific Product in a Seller's inventory. A monetary deposit made by User / Buyer to the Seller is not a guarantee that a specific Product will be available for User / Buyer to purchase unless User / Buyer and the Seller specifically agree to such term. It is Users / Buyers responsibility to confirm with the Seller that the Product will be held off the market until User / Buyer can complete the purchase. Whether Users / Buyers deposit is refundable or not is subject to Users / Buyers contractual agreement with the Seller and or state law. User / Buyer should not assume a deposit made by User / Buyer towards the purchase or lease of a Product is fully refundable.

2. COMMUNICATIONS

BU representatives have no authority to make binding commitments, promises or representations to anyone that they or anyone else on behalf of BU. For the purpose of clarity, the opinions, statements, comments, posts and other communications expressed on Website are solely those of the poster and not BU, or BU employees, officers, directors, shareholders, subsidiaries, parent companies, attorneys or authorized agents. BU does not guarantee the accuracy or reliability or the information provided by any poster, administrator, or moderator.

BU has the right in BU sole discretion to limit, modify, interrupt, suspend or discontinue all or any portions of Website at any time without notice. BU and BU representatives will not be liable for any such limitations, modifications, interruptions, suspensions or discontinuance, or any purported losses, harm or damages arising from or related thereto.

BU has the right, but not the obligation, to regulate content (which includes but is not limited to postings, text, code, images, video, binary files, ads, accounts, account information, flags, emails, messages and any other User communications ("content")) posted to, stored on or transmitted via Website by any User (or any other third party in any manner);

User expressly agree that neither BU nor any of BU representatives will be liable to User or anyone else for any action or inaction to prevent, restrict, redress, or regulate content, or to implement other enforcement measures against any content, conduct or potential violation of these Agreement.

3. POSTS

User automatically grants and assigns to BU, and User represents and warrants that User has the right to grant and assign to BU, a perpetual, irrevocable, unlimited, fully paid, fully sub-licensable (through multiple tiers), worldwide license to copy, perform, display, distribute, prepare derivative works from (including, without limitation, incorporating into other works) and otherwise use any content that User posts. User also expressly grants and assigns to BU all rights and causes of action to prohibit and enforce against any unauthorized copying, performance, display, distribution, use or exploitation of, or creation of derivative works from, any content that User posts (including but not limited to any unauthorized downloading, extraction, harvesting, collection or aggregation of content that User post).

BU does not control, and is not responsible for and makes no representations or warranties with respect to any User content. User is solely responsible for User access to, use of and or reliance on any User content. User is responsible for any content that User posts or transmits and, if User creates an account, User is responsible for all content posted or transmitted through or by use of User account. Prohibited content includes, but is not limited to, illegal content; offensive content (including, without limitation, court ordered defamatory statements, threatening, hateful or pornographic content); disclosures another's personal, confidential or proprietary information without their consent; false or fraudulent content (including but not limited to false, fraudulent or misleading responses to User or User ads transmitted via Website); malware, spyware or other malicious content; content that offers, promotes, advertises or provides links to posting or auto-posting products or services, account creation or auto-creation products or services, flagging or auto-flagging products or services, bulk telephone numbers, or any other product or service that if utilized with respect to Website would violate this Agreement or BU other legal rights; use of electronic communication to bully a person, typically by sending messages of an intimidating or threatening nature (e.g., cyber-bullying); and content that offers, promotes, advertises or provides links to unsolicited products or services.

User is responsible for User's own conduct and activities on, through or related to Website, and, if User creates an account on Website, User is responsible for all conduct or activities on, through or by use of User account.

It is expressly prohibited for any third party to post content to Website on behalf of another. Users must post content only on their own behalf, and may not permit, enable, induce or encourage any third party to post content for them.

It is expressly prohibited to post content to Website using any automated means.

Users may not post content or communicate with any other User for purposes of affiliate marketing or in connection with any affiliate marketing system, scheme or program in any manner or under any circumstance.

Users may not circumvent any technological measure implemented by BU to restrict the manner in which content may be posted on Website or to regulate the manner in which content (including but not limited to email) may be transmitted to other users. This prohibition includes, without limitation, a ban on the use of multiple email addresses (created via an email address generator or otherwise); the use of multiple IP addresses (via proxy servers, modem toggling, or otherwise); CAPTCHA circumvention, automation or outsourcing; multiple and or fraudulent service accounts, including phone-verified accounts; URL shortening, obfuscation or redirection; use of multiple phone lines or

phone forwarding for verification; and content obfuscation via HTML techniques, printing text on images, inserting random text or content spinning.

4. INTERACTIONS WITH OTHERS

BU and BU representatives are not parties to, have no involvement or interest in, make no representations or warranties as to, and have no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between User and any other user, person or organization. User must conduct any necessary, appropriate, prudent or judicious investigation, inquiry, research or due diligence with respect to User interactions with others.

The sites or services may provide links to other websites and online resources. Because BU has no control over such other websites and resources, User acknowledges and agrees that BU, including BU owners, shareholders, affiliates, employees, officers, directors, agents, representatives, licensors, suppliers and service providers, are not responsible for the availability of such other websites or resources and BU neither endorses or is responsible or liable for, and makes no representations or warranties regarding, the identity or trustworthiness of the other website or resources, including any content, advertising, products, services, or other materials on or available through such websites or resources. Other websites may provide links to Website with or without authorization. User acknowledges and agrees that BU does not endorse such websites, and are not and shall not be responsible or liable for any links from those websites to Website, any content, advertising, products or other materials available on or through such other websites, or any loss or damages incurred in connection therewith. **USERS USE OF THIRD PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION, USERS USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT USERS OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE AND PRIVACY POLICY APPLICABLE TO SUCH WEBSITES AND RESOURCES.** BU shall have the right, at any time and in BU sole discretion, to block links to Website through technological or other means without prior notice.

5. FEES

In certain instances, BU may charge a fee to post content or for other features, products, services or licenses. User is responsible for any fees applicable to content that User posts or other features, products, services or licenses User purchases or that are purchased through User account. User authorizes BU or BU designated payment processor to charge User specified credit card, debit card or other payment method for such fees.

Unless otherwise specified, all fees are in United States dollars and all charges will be made in United States dollars. Any applicable sales or other taxes are additional to the stated fee. Currency exchange settlements and foreign transaction fees are based on User agreement with User credit card or other payment method provider.

Except as required by law or otherwise stated on the Website or in the Services, all fees are nonrefundable and payments and purchases may not be cancelled by the User. However, BU reserves the right to refuse or terminate any purchase or attempted purchase at any time in BU sole discretion.

6. INDEMNIFICATION

To the fullest extent permitted by law, User agrees to indemnify and hold BU and BU representatives harmless from and against any third-party claims, causes of action, demands or damages related to or arising out of: (a) content that User posts or transmits (including but not limited to content that a third-party deems defamatory or otherwise harmful or offensive); (b) activity that occurs through or by use of User account (including, without limitation, all content posted or transmitted and User interactions with others); (c) User use of or reliance on any User content; and (d) User violation of this Agreement. This indemnification obligation includes payment of any attorneys' fees and costs incurred by BU or BU

representatives. BU reserves the right, at BU own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, and User agrees to cooperate with BU defense of these claims.

7. NO WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY LAW, USER ACCESS TO, USE OF AND RELIANCE ON BU WEBSITE AND CONTENT ACCESSED THROUGH THE WEBSITE IS ENTIRELY AT USERS OWN RISK. BU WEBSITE (INCLUDING, WITHOUT LIMITATION, THE WEBSITE, PROGRAMS, SERVICES, FORUMS AND CONTENT ACCESSED THROUGH THE WEBSITE) IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) ARE EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, BU ALSO DISCLAIMS ALL WARRANTIES FOR OR WITH RESPECT TO: (A) THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE WEBSITE AND CONTENT ACCESSED THEREIN; (B) COMPUTER WORMS, VIRUSES, SPYWARE, ADWARE AND ANY OTHER MALWARE, MALICIOUS CODE OR HARMFUL CONTENT OR COMPONENTS ACCESSED, RECEIVED OR DISSEMINATED THROUGH, RELATED TO OR AS A RESULT OF THE WEBSITE OR CONTENT ACCESSED THEREIN; AND OR (C) ANY TRANSACTIONS OR POTENTIAL TRANSACTIONS, GOODS OR SERVICES PROMISED OR EXCHANGED, INFORMATION OR ADVICE OFFERED OR EXCHANGED, OR OTHER CONTENT, INTERACTIONS, REPRESENTATIONS OR COMMUNICATIONS THROUGH, RELATED TO OR AS A RESULT OF USE OF THE WEBSITE OR CONTENT ACCESSED THEREIN (INCLUDING, WITHOUT LIMITATION, ACCESSED THROUGH ANY LINKS ON THE WEBSITE OR IN CONTENT THEREIN).

8. LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, BU AND ITS REPRESENTATIVES WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY ACCESS TO, USE OF OR RELIANCE ON THE WEBSITE OR CONTENT ACCESSED THEREIN AND SERVICES BY USER OR ANYONE ELSE, OR FOR ANY TRANSACTIONS, COMMUNICATIONS, INTERACTIONS, DISPUTES OR RELATIONS BETWEEN USER AND ANY OTHER PERSON OR ORGANIZATION ARISING OUT OF OR RELATED TO THE WEBSITE OR CONTENT ACCESSED THEREIN, INCLUDING BUT NOT LIMITED TO LIABILITY FOR INJUNCTIVE RELIEF AS WELL AS FOR ANY HARM, INJURY, LOSS OR DAMAGES OF ANY KIND INCURRED BY USER OR ANYONE ELSE (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF BU OR BU REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF, BUT IS NOT RESTRICTED TO, WHETHER THE ALLEGED LIABILITY, HARM, INJURY, LOSS OR DAMAGE AROSE FROM AUTHORIZED OR UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE OR CONTENT THEREIN; ANY INABILITY TO ACCESS OR USE THE WEBSITE OR CONTENT THEREIN, OR ANY REMOVAL, DELETION, LIMITATION, MODIFICATION, INTERRUPTION, SUSPENSION, DISCONTINUANCE OR TERMINATION. NOTHING IN THIS AGREEMENT WILL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER.

THESE LIMITATIONS WILL ALSO APPLY WITH RESPECT TO DAMAGES RESULTING FROM ANY TRANSACTION OR POTENTIAL TRANSACTION, GOODS OR SERVICES PROMISED OR EXCHANGED, INFORMATION OR ADVICE OFFERED OR EXCHANGED, OR OTHER CONTENT, INTERACTIONS, REPRESENTATIONS, COMMUNICATIONS OR RELATIONS THROUGH, RELATED TO OR AS A RESULT OF THE WEBSITE OR CONTENT THEREIN (INCLUDING, WITHOUT LIMITATION, ANY LINKS ON THE WEBSITE AND LINKS THEREIN).

IN NO EVENT WILL BU OR BU REPRESENTATIVES LIABILITY IN CONNECTION WITH ACCESS TO, USE OF OR RELIANCE ON THE WEBSITE OR CONTENT THEREIN BY USER EXCEED THE AMOUNTS PAID BY USER TO BU, IF ANY. TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY USER DURING THE SIX (6) MONTHS PRECEDING THE BRINGING OF ANY CLAIM, OR TWO HUNDRED FIFTY DOLLARS

(\$250.00), WHICHEVER IS LESS. USER ACKNOWLEDGES AND AGREES THAT IF USER HAS NOT PAID PROVIDER ANY AMOUNTS IN THE SIX (6) MONTHS PRECEDING THE BRINGING OF ANY CLAIM, USERS SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE IS TO STOP USING THE WEBSITE AND TO CANCEL USERS ACCOUNT, IF ANY.

To the fullest extent permitted by law, User hereby releases BU and each BU representative, and their respective owners, shareholders, subsidiaries, affiliates, successors, predecessors, assigns, heirs, service providers and suppliers, from all claims, demands and damages of every kind and nature, known and unknown, direct and indirect, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to Website or content accessed through Website, or any interactions with others arising out of or related to Website or content accessed through Website, and User expressly waives the provisions of **California Civil Code Section 1542** (and any similar laws in other jurisdictions), which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

9. INJUNCTIVE RELIEF

User acknowledges and agrees that any violation or (alleged or actual) breach of this Agreement may cause BU immediate and irreparable harm and damages. Consequently, notwithstanding any other provision of this Agreement or other applicable legal requirements, BU has the right to, and may in BU's discretion, immediately pursue and obtain preliminary injunctive relief (including, without limitation, temporary restraining orders) and seek permanent injunctive relief regarding any violation or (alleged or actual) breach of this Agreement. In addition to any and all other remedies available to BU in law or in equity, BU may seek specific performance of any term in this Agreement, including but not limited to by preliminary or permanent injunction.

10. DAMAGES

At BU election, BU may seek actual or liquidated damages. In addition to any injunctive relief, User agrees to pay to BU the total amount of all actual damages (including but not limited to direct, indirect, consequential and incidental damages) caused by any violation of this Agreement for which User bears responsibility; except User acknowledges that, for certain Agreement violations, actual damages would be extremely difficult or impossible to quantify. Consequently, for such Agreement violations, User agrees to pay liquidated damages to BU as described in BU Liquidated Damages policy, which is found below:

User agrees to pay BU **\$1,000** per item of content that contains:

- a. illegal content;
- b. content that facilitates the creation, advertising, distribution, provision or receipt of illegal goods or services;
- c. offensive content (including, without limitation, defamatory, threatening, cyber-bullying, hateful or pornographic content);
- d. content that discloses another's personal, confidential or proprietary information;
- e. false or fraudulent content (including but not limited to false, fraudulent or misleading responses to user ads transmitted via the Service);
- f. malicious content (including, without limitation, malware or spyware); or
- g. content that offers, promotes, advertises, provides links to or solicits posting or auto-posting products or services, account creation or auto-creation products or services, bulk telephone numbers, or any other product or service that if utilized with respect to the Website would violate the Agreement or BU other legal rights.

User agrees to pay **\$5,000** per instance of unauthorized conduct for:

- a. copying, aggregating, displaying, distributing or creating derivative use of Website or any content posted on Website (including, but not limited to, by means of spiders, robots, crawlers, scrapers, framing, iframes, or RSS feeds);

- b. access to or use of Website to design, develop, test, update, operate, modify, maintain, support, market, advertise, distribute, or otherwise make available any program, application or service (including, without limitation, any device, technology, product, computer program, mobile device application, website, and mechanical or personal service) that enables or provides access to, use of, operation of, or interoperation with Website (including, without limitation, to access content, post content, respond to content, transmit content, create accounts, use accounts, circumvent security measures, or flag content); or
- c. decompiling, disassembling or reverse engineering all or any part of Website in order to identify, acquire, copy, or emulate any source code or object code.

User agrees the amounts of liquidated damages described herein are reasonable estimates of BU damages for such violations, and that liquidated damages for violations of this Agreement may be cumulative.

11. UNAUTHORIZED ACCESS AND ACTIVITIES

The purchase and sale of accounts and the creation of accounts for others is expressly prohibited. The circumvention of any technological restriction or security measure in the account creation process, posting process or otherwise for posting content in violation of this Agreement also is expressly prohibited.

To maintain the integrity and functionality of Website for its Users, access to Website and or activities related to Website that are harmful to, inconsistent with or disruptive of Website and or Users beneficial use and enjoyment of Website are expressly unauthorized and prohibited.

User shall not copy, display, distribute, perform or create derivative works from Website webpages or BU intellectual property in violation of this Agreement or for purposes inconsistent with this Agreement. User agrees that cached copies of BU webpages on User computer or computer server constitute copies under the **Copyright Act, 17 U.S.C. § 101**. User agrees that CAPTCHAs and telephone verification are technological measures that control access to copyright-protected components and BU intellectual property rights pursuant to **17 U.S.C. § 1201**.

12. RELEASE OF INFORMATION

BU Privacy Policy, which is expressly incorporated by reference herein, prohibits the release of User or account information except in limited circumstances, including with express permission from the User / user, as and when required or permitted by law, or to comply with legal process properly served on BU. If User seeks the identity or account information of a User of Website in connection with a civil legal matter, User must serve BU with a valid subpoena, court order or other valid legal process.

Requester must serve BU with a subpoena at the address below and agrees to reasonably compensate BU for BU subpoena response services:

**Boat Universe, LLC
8957 1/2 Glenoaks Blvd.
Sun Valley, CA 91352
Attn: Civil Subpoena**

BU is headquartered in Sun Valley (Los Angeles), California and will only respond to legal process in compliance with California State and United States Federal law. BU only accepts legal process delivered by a process server, US certified mail or overnight courier. Acceptance of legal process by these means is for convenience only and does not waive any objections, including lack of jurisdiction or proper service.

13. COPYRIGHT

BU has adopted and implemented a copyright policy in accordance with the Digital Millennium Act. Please see below subsections:

In accordance with the Digital Millennium Copyright Act of 1998 ("DMCA"), the text of which can be found on the U.S. Copyright Office website at: <http://www.copyright.gov/legislation/dmca.pdf>, BU will respond expeditiously to claims of copyright infringement committed using Website that are properly reported to BU Copyright Agent identified below.

If User alleges it is copyright owner, or authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Website by sending a DMCA notice and delivering it to BU. Upon receipt of the notice as described below, BU will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Website.

The notice must: (a) identify the copyrighted work that User claims has been infringed; (b) identify the material that User claims is infringing (or to be the subject of infringing activity); (c) provide mailing address, telephone number and, if available, email address; and (d) provide your full legal name and your physical or electronic signature along with both of the following statements:

- "I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
- "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

Deliver this notice, with all items completed, to our Copyright Agent (and if sending electronically with the subject line "DMCA Complaint"): **Boat Universe, LLC, 8957 1/2 Glenoaks Blvd., Sun Valley, CA 91352, Attn: DCMA Complaint**, email boatuniverse.net@gmail.com

If User believes its content was removed (or to which access was disabled) is not infringing or that User has the authorization from the copyright owner, the copyright owner's agent or pursuant to the law, to post and use the content, User may send a notice containing the following information to BU: DCMA Complaint; (a) Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; (b) a statement that User has a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; (c) User name, address, telephone number, and e-mail address, a statement that User consents to the jurisdiction of the federal court in Los Angeles, California, and a statement that User will accept service of process from the person who provided notification of the alleged infringement; and (d) User physical or electronic signature.

16. DISPUTE RESOLUTION / ARBITRATION

Before initiating any arbitration proceeding, User agrees to first discuss the matter informally with BU for at least 30 calendar days. Please send User full name and contact information, User concern and User proposed solution by mail to BU at: **Boat Universe, LLC, 8957 1/2 Glenoaks Blvd., Sun Valley, CA 91352, Attn: Dispute** or email at boatuniverse.net@gmail.com

If BU is unable to mutually agree upon a resolution after the 30 calendar day period, User agrees that any claim User may have against BU regarding this Agreement or Website will be resolved through binding arbitration administered by JAMS alternative dispute resolution [www.jamsadr.com] and governed by the then current JAMS Streamlined Arbitration Rules and Procedures. User agrees to begin any arbitration within one (1) year after User claim arose; otherwise, User claim is waived.

User agrees that binding arbitration will be exclusively held in Los Angeles County, California and that each party will be responsible for its own costs, including paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. Arbitrator's decision is binding and may be entered as a judgment in any court of competent jurisdiction.

17. GENERAL PROVISIONS

a. Governing Law and Forum

Any and all claims, causes of action or disputes (regardless of theory) between User and BU arising out of or related to this Agreement, Website or content accessed through Website will be governed by the laws of the State of California, without regard to conflict or choice of law principles.

User agrees that any claims, causes of action or disputes not subject to Dispute Resolution / Arbitration clause above will be brought exclusively in courts located within the county of Los Angeles, California, and User agrees to submit to the personal and exclusive jurisdiction of such courts, for any actions. User further agrees that, regardless of any statute or law to the contrary, User must file any such claim or cause of action within one (1) year after such claim or cause of action arose or be forever barred.

b. No Assignment

This Agreement and the rights granted and obligations undertaken, may not be transferred, assigned or delegated by User. Any purported attempt will be ineffective. BU retains the right to transfer, assign or delegate this Agreement in its sole discretion.

c. Waiver

Any failure by BU to enforce or exercise any provision of this Agreement, or any related right, will not constitute a waiver of that provision or right and may insist upon strict adherence to this Agreement at any time.

User agrees to arbitrate with BU only in User individual capacity. User agrees to waive being a representative or member of a class-action suit. User claims may not be joined with any other claims and there will be no authority for any dispute to be arbitrated on a class-action basis or brought by a purported class representative.

d. Third Party Beneficiaries

Other than BU representatives (who are expressly included as named third-party beneficiaries of this Agreement), there are no third-party beneficiaries to this Agreement.

e. Privacy Policy and Parental Controls

BU has established a Privacy Policy covering the collection, use, and disclosure of User information, including Parental Controls, which can be found at www.boatuniverse.net/privacy/privacy-terms. Website is intended for general audiences 18 years of age and older, and access or use by anyone younger is not authorized.

f. Notice for California Residents

Under **California Civil Code Section 1789.3**, California Users are entitled to the following consumer rights notice: If User has a question or complaint regarding the Website, please send an email to boatuniverse.net@gmail.com. User may also contact BU by writing to **Boat Universe, LLC, 8957 1/2 Glenoaks Blvd., Sun Valley, CA 91352, Attn: Question /**

Complaint. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services by mail at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210. Please identify the specific issue about which User has a question or complaint and how BU can contact User.

g. Merger Clause

This Agreement (along with any documents linked to within this Agreement) constitutes the entire agreement between User and BU and supersedes any prior written or oral agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

– END –