

## TERMS OF USE

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- 1. Eligibility.** The Service is intended for individuals who are at least eighteen (18) years old. If you are not at least eighteen (18) years old, please do not access, visit or use the Service.
- 2. Acceptance of these Terms of Use.** By clicking “accept” when you register to use the Service, you agree to be bound by these Terms of Use.
- 3. End User License Agreement.** If you use the Service, either by accessing any free version or by purchasing any subscription to use the Service, you will be required to accept the terms of our End User License Agreement located at <http://www.gofreemarine.com/support/Policies>. The terms of the End User License Agreement and these Terms of Use are applicable to your use of the Service. **You will be required to accept and agree to the End User License Agreement before using any of the Service or any part thereof. By clicking the “accept” button when you access or purchase the Service, you agree to be bound by the terms of the End User License Agreement.**
- 4. Privacy Policy.** In connection with your use of the Service, please review our Privacy Policy, located at <http://www.gofreemarine.com/support/Policies>, to understand how we use information we collect from you when you access, visit or use the Service. **The Privacy Policy is part of and is governed by these Terms of Use and by accepting the Terms of Use, you agree to be bound by the terms of the Privacy Policy, and agree that we may use information collected from you in accordance with the Privacy Policy.**
- 5. Registration.** As a condition of using certain features of the Service, you will be required to register through the Service and select a password and user I.D. You may not: (a) select or use as a user I.D. a name of another person with the intent to impersonate that person; (b) use as a user I.D. a name subject to any rights of a person other than you without appropriate authorization; or (c) use as a user I.D. a name that is otherwise offensive, vulgar or obscene. We reserve the right to refuse registration of, or to cancel, a user I.D., in our sole discretion. You shall be responsible for maintaining the confidentiality of your user I.D. and password. If you become aware of any unauthorized use of your password or of your account, you should notify us immediately at [GoFreeSupport.amer@navico.com](mailto:GoFreeSupport.amer@navico.com).
- 6. Prohibited Activities.** You may not access or use the Service for any purpose other than the purpose for which we make it available to you. We may prohibit certain activities in

connection with the Service in our discretion. These prohibited activities include, without limitation, the following:

- Criminal, delictual or tortious activity, including fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets.
- Advertising to, or solicitation of, any user to buy or sell any products or services, except with the express written approval of Company.
- Transmitting chain letters or junk email to other users.
- Using any information obtained from the Service to contact, advertise to, solicit or sell any products or services to any user without their prior explicit consent.
- Engaging in any automated use of the Service, such as using scripts to send comments or messages.
- Interfering with, disrupting or creating an undue burden on the Service or the networks or services connected to the Service.
- Attempting to impersonate another user or person.
- Using the user I.D. or account of another user.
- Sharing your user ID or password with another to allow them to use or access any subscriptions, benefits, or content provided under the Service which they themselves have not subscribed to.
- Using any information obtained from the Service to harass, abuse or harm another person.
- Reproducing, copying, duplicating or selling any portion of the Site or the Service.
- Accepting payment of anything of value from a third person in exchange for your performance of any commercial activity on or through the Service on behalf of that person.
- Using the Service in a manner inconsistent with any and all applicable laws and regulations.

**7. Management of the Service.** You acknowledge that we reserve the right, but have no obligation, to (a) take appropriate legal action against anyone who, in our sole determination, violates these Terms of Use, including, without limitation, reporting such violation to law enforcement authorities, (b) in our sole discretion and without limitation, refuse, restrict access to or availability of, or disable all or a portion of the Service, and (c) otherwise manage the Service in a manner designed to protect the rights and property of the Company and users of the Service and to facilitate the proper functioning of the Service.

**8. Use of the Service.** The Service and its contents and the trademarks, service marks and logos contained on the Service, are the intellectual property of the Company or its licensors or suppliers and constitute copyrights and other intellectual property rights of the Company or its licensors or suppliers under U.S. and foreign laws and international conventions. The Service, its contents and any data generated or produced using the Service may only be used for your informational, personal, non-commercial use and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the express written consent of the Company. **You agree not to engage in the use, copying or distribution of the Service,**

**any of its contents or any data generated or produced using the Service for any commercial purpose. You agree not to circumvent, disable or otherwise interfere with security related features of the Service.** We may, but are not obligated to, periodically provide updates to the Service to resolve bugs or add features and functionality. You do not acquire any ownership rights to the Service or to any contents contained on the Service. All rights not expressly granted in these Terms of Use are reserved by the Company. **You are responsible for your interactions with other users of the Service.**

- 9. Termination of Your Use of the Service.** We may suspend or terminate your use of the Service if you violate these Terms of Use or in our discretion where permitted by applicable law. We may also impose limits on or restrict your access to parts or all of the Service without notice or liability. If we terminate your use of the Service, and you have purchased a product through the Service that is provided on a subscription basis, within thirty (30) days of the date of the applicable termination we will provide you with a *pro rata* refund of your subscription fee based on the portion of your subscription period that remained at the time of termination. To the extent feasible, all refunds will be made to the account you used to pay for your subscription.
- 10. Fees and Charges.** If you elect to purchase products and services through the Service, the price of these products and services will be provided to you prior to purchase. We may change pricing from time to time in our discretion; however, if you purchased a product through the Service that is provided on a subscription basis, the applicable prices for that subscription will remain in effect until the end of the applicable subscription period. If you purchase a product through the Service with an annual subscription, your subscription will last for a period for 365 days from the date you purchase the applicable subscription. All subscription fees must be paid in advance on the day you purchase the applicable subscription. **By submitting payment through the Service, you authorize us to charge the applicable fees and any applicable taxes to the account you provide for payment. Except as expressly set forth herein or as required pursuant to applicable law, you will not be entitled to a refund of any subscription fees.**
- 11. User Content.** You shall be solely responsible for any information, data, text, graphics, or other materials you upload or submit to the Service (“**User Content**”). We reserve the right to modify or use any User Content that you upload to the Service, whether raw or processed, in any way we deem necessary or useful, including the right to combine your User Content with data collected from other users for commercial purposes. **By uploading User Content to the Service, you represent and warrant that you have all the rights, power and authority necessary to grant the rights granted in this Section 11, and you hereby grant the Company a worldwide, perpetual, fully paid, transferable license to use, copy, organize, or prepare derivative works of your User Content including, but not limited to, the right to use your User Content to create samples, commercial map products and/or research and marketing materials.** Any User Content that is posted either publicly or privately on the Service is the sole responsibility of the user who posted it. Your access to the Service and User Content is **AT YOUR OWN RISK**. The Company cannot be held responsible for any damage resulting from User Content uploaded, provided, created, posted, accessed, retrieved, used or otherwise dealt with by you or other

users, or any damage that is suffered as a result thereof.

- 12. Submission of Questions and Feedback.** If you submit opinions, suggestions, feedback and/or proposals to us through the Service, or through any other communication with us, you acknowledge and agree that, other than with respect to any Personal Information (our use of which will be governed by the Privacy Policy): (a) the submissions you provide will not contain confidential or proprietary information; (b) we are not under any obligation of confidentiality, express or implied, with respect to the submissions you provide; (c) we shall be entitled to use or disclose (or choose not to use or disclose) the submissions you provide for any purpose, in any way, in any media worldwide; (d) the submissions you provide will automatically become the property of the Company without any obligation of the Company to you; and (e) you are not entitled to any compensation or reimbursement of any kind from the Company in connection with your submissions under any circumstances.
- 13. Links to Other Websites.** The Service may contain links to third-party websites, resources or data. You acknowledge and agree that the Company is not responsible or liable for: (a) the availability or accuracy of these third-party websites, resources or data; or (b) the content, products, or services on or available from these websites, resources or data. You also acknowledge that you are solely responsibility for and assume all risk arising from the use of any of these websites, resources and data. Links to third party websites on the Service are not intended as endorsements or referrals by the Company of any products, services or information contained on the applicable websites. These Terms of Use do not apply to third party websites, including the content of and your activity on those websites. You should review third-party websites' terms of service, privacy policies and all other website documents, and inform yourself of the regulations, policies and practices of third-party websites.
- 14. No Warranty Regarding Accuracy; Warning.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DOES NOT PROVIDE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES OR GUARANTIES REGARDING THE ACCURACY OF ANY MAPS CREATED USING THE SERVICE. FREQUENCY NOISE AND OTHER FACTORS, INCLUDING, BUT NOT LIMITED TO, SPEED, POWER CABLES ON THE BOAT, POSITIONING OF TRANSDUCER AND WEATHER CAN AFFECT THE ABILITY OF CERTAIN OF OUR PRODUCTS TO ACCURATELY RECORD THE RAW SONAR DATA TRANSMITTED ON YOUR BOAT. MAP OUTPUT CAN ALSO BE AFFECTED BY YOUR DATA COLLECTION TECHNIQUE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT RESPONSIBLE FOR INACCURACIES AND POOR PERFORMANCE OF OUR PRODUCTS AS A RESULT OF THESE FACTORS OR ANY OTHER CIRCUMSTANCE THAT IS NOT WITHIN OUR CONTROL. **IN ADDITION, ALL NAVIGATION AIDS ARE SUBJECT TO INACCURACIES AND DISCREPANCIES. YOU SHOULD NOT RELY ON THE SERVICE AS YOUR SINGLE NAVIGATION AID IN CONNECTION WITH NAVIGATING YOUR VESSEL. YOU SHOULD OBTAIN NAVIGATION INFORMATION FROM ADDITIONAL SOURCES, AND CROSS-CHECK ALL INFORMATION FOR ANY INACCURACIES OR DISCREPANCIES WHEN YOU**

**MAKE ANY DETERMINATION REGARDING YOUR VESSEL'S POSITION, COURSE, SPEED AND INTENDED TRACK.**

- 15. Disclaimer of Warranties.** THE INFORMATION CONTAINED IN AND PROVIDED THROUGH THE SERVICE, INCLUDING TEXT, GRAPHICS, LINKS, OR OTHER ITEMS, IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY, ITS AFFILIATES NOR ITS SERVICE PROVIDERS, SUPPLIERS, LICENSORS OR CONTRACTORS WARRANT THE ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ACCESSED ON OR THROUGH THE SERVICE AND THE COMPANY EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION OR MATERIALS ACCESSED ON OR THROUGH THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO WARRANTY OF ANY KIND, WHETHER IMPLIED OR EXPRESSED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS OR MALWARE, IS GIVEN IN CONJUNCTION WITH ANY INFORMATION, MATERIALS, OR SERVICES PROVIDED THROUGH THE SERVICE.
- 16. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES OR ITS SERVICE PROVIDERS, SUPPLIERS, LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES INCLUDING, WITHOUT LIMITATION, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES OR EXPENSES, INCLUDING ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, DELICT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS OR SERVICES PROVIDED THROUGH THE SERVICE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF THE COMPANY OR ITS AFFILIATES, OR ITS SERVICE PROVIDERS, SUPPLIERS, LICENSORS OR CONTRACTORS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY FOR ANY CLAIM EXCEED ANY AMOUNT PAID BY YOU IN CONNECTION WITH THE SERVICE OR USD \$100, WHICHEVER IS GREATER.

We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers' computer equipment, or software. We are not responsible for any failure of any upload or download due to technical problems or traffic congestion on the internet or any wireless network. We are not responsible for any injury or damage to any person's computer, mobile phone, onboard electronics systems, or any other personal property related to or resulting from use of the Service including downloading materials in connection with the Service. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of

the Service from any Content posted on or through the Service, or from the conduct of any users of the Service, whether online or offline.

**Where applicable laws do not allow warranties or terms to be excluded or liability to be limited, some of the above disclaimers and limitations may not apply and you may have additional rights. None of the exclusions or limitations in this agreement will have the effect of limiting or excluding any liability to the extent such liability cannot be limited or excluded under applicable law.**

- 17. Void Where Prohibited.** Not all features, products or services discussed, referenced, provided or offered as part of the Service are available to all persons or in all geographic locations, and may not be permitted by law in all geographic locations. We reserve the right, but are not obligated, to limit, in our sole discretion, the provision and quantity of any feature, product or service to any person or geographic location. Any offer for any feature, product or service made available through the Service is void where prohibited by law.
- 18. Unauthorized Transactions.** In the event that you use a credit card to pay for any products or services offered through the Service, you are representing to the Company that you are authorized to use that credit card. Any violation of this requirement will be reported to the appropriate authorities.
- 19. Indemnification.** You agree to defend, indemnify and hold the Company harmless from and against any and all claims, damages, and costs including attorneys' fees, arising from or related to your use of the Service.
- 20. Governing Law and Jurisdiction.** These Terms of Use and any disputes relating hereto are governed by the laws of the State of Oklahoma, USA, without regard to principles of conflicts of laws, and by using the Service, you consent to the exclusive jurisdiction of the state and federal courts in Tulsa, Oklahoma, USA, for resolution of any disputes relating to these Terms of Use and/or the Service and waive any objection thereto.
- 21. Amendments.** These Terms of Use may be amended by the Company from time to time. We will post any material changes to these Terms of Use on the Site with a notice advising of the changes at least thirty (30) days before the effective date of the changes. If you have provided us with your email address we will also notify you of material changes to these Terms of Use by sending an e-mail at least thirty (30) days before the effective date of the changes to the e-mail address you most recently provided to us. You may cancel your account prior to the end of the applicable thirty (30) day period by contacting us using the contact information in Section 31 below. If you choose to cancel your account within this thirty (30) day period, you will not be bound by the terms of the revised Terms of Use but will remain bound by the terms of these Terms of Use, and, if you purchased a product through the Service that is provided on a subscription basis, within thirty (30) days of the cancellation date, we will provide you with a pro rata refund of any fees that you previously paid based on your subscription period that remained at the cancellation date. We encourage you to keep the email address you provide to us current, and to promptly notify us of any changes, so that you may receive any notices we send to you regarding material

changes to these Terms of Use.

- 22. No Oral Modifications.** Employees of the Company are not authorized to modify these Terms of Use, either verbally or in writing. If any employee of the Company offers to modify these Terms of Use, he or she is not acting as an agent for the Company or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from an employee of the Company or anyone else purporting to act on our behalf.
- 23. No Third Party Beneficiaries.** These Terms of Use are between you and the Company. There are no third party beneficiaries.
- 24. Independent Contractors.** No agency, partnership, joint venture, or employment is created as a result of these Terms of Use and you do not have any authority of any kind to bind the Company in any respect whatsoever.
- 25. Non-Waiver.** The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- 26. Force Majeure.** The Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the Company's reasonable control, including, without limitation, any mechanical, electronic or communications failure or degradation.
- 27. Severability.** If any provision of these Terms of Use is found to be illegal, unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable.
- 28. Assignment.** These Terms of Use are not assignable, transferable or sublicensable by you except with our prior written consent. We may transfer, assign or delegate these Terms of Use and our related rights and obligations without obtaining your consent.
- 29. Entire Agreement.** These Terms of Use supersede all prior and contemporaneous agreements, representations and warranties and understandings, whether oral or written, with respect to the Service or the contents of the Site. Modifications to the Terms of Use that are not posted on the Site are not valid. In the event of any conflict between these Terms of Use and any other agreement or understanding related to the Service, other than the End User License Agreement, these Terms of Use shall control.
- 30. Notices.** In the case of notices we send to you, you consent to receive notices and other communications through posting notices on the Site, sending an email at the email address you provide to us, or by mailing a notice to the mailing address you provide to us. You agree that all agreements, notices, disclosures, and other communications that the Company provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing.

**Contact Us.** If you have any questions about these Terms of Use or your account, you may contact us by email at [GoFreeSupport.amer@navico.com](mailto:GoFreeSupport.amer@navico.com) or by postal mail at Navico, Legal Dept., 4500 S. 129<sup>th</sup> E. Ave., Ste. 200, Tulsa, OK, 74134-5885, USA.