

Terms & Conditions

Last Modified Date: January 1, 2022

**Whether you're a boat owner or crew, READ THIS AGREEMENT CAREFULLY!
This Agreement contains important information regarding your legal rights,
remedies and responsibilities.**

**READ THIS AGREEMENT CAREFULLY BECAUSE IT INCLUDES LIABILITY
LIMITATIONS AND EXCLUSIONS AS WELL AS TERMS REGARDING WHERE AND
WHEN ANY SUIT MUST BE BROUGHT AND WHAT LAW APPLIES.**

BY CREATING AN ACCOUNT YOU AGREE TO THESE TERMS AND CONDITIONS.

ASK QUESTIONS IF YOU DON'T UNDERSTAND!

**THE BOTTOM LINE IS IF YOU DON'T AGREE TO BE BOUND BY ALL OF THE
TERMS OF THIS AGREEMENT, DON'T CREATE AN ACCOUNT!**

Welcome to COBOATERS.COM, a web site and online service provided by Naveemate, LLC ("NAVEEMATE" "we," or "us").

Important! NAVEEMATE does NOT offer boat charters, boat rentals or any insurance products or services *instead* NAVEEMATE connects boaters virtually for personal, recreational and non-commercial purposes that includes a crew management tool, a dedicated messaging system and a boat planner. We do NOT guarantee the quality, safety, truth or accuracy of user content.

These Terms & Conditions govern your use of and participation in NAVEEMATE's services. NAVEEMATE's services include our web site, web widgets, feeds, mobile device software applications (the "NAVEEMATE Software"), applications for third-party web sites and services, and any other mobile or online services and/or applications owned, controlled, or offered by NAVEEMATE (collectively the "Service"). ***By accessing, registering and/or using the Service, you signify you have read, understood and agree to be bound by these Terms & Conditions and to the collection and use of your information as set forth in the NAVEEMATE Privacy Policy whether or not you are a registered user of our Service.***

1. DEFINITIONS.

In addition to such definitions as are supplied throughout this Agreement, the following definitions also apply:

a. Boat Owner. Refers to a User who charters, operates and/or owns a boat for which they are seeking others to join them for personal, recreational and non-commercial purposes. The use of the term “Boat Owner” is not meant to signify any particular status under the applicable law.

b. Crew. Refers to a User who wants to join a Boat Owner aboard a Boat Owner’s vessel for personal, recreational and non-commercial purposes in a passenger-type capacity. The use of the term “Crew” is not meant to signify any particular status under the applicable law.

c. Eligibility Requirements. Conditions a User must fulfill in order to use the Service or any aspect thereof.

d. Member. Refers to a User of the Service who is registered and who may or may not hold a valid membership with membership classes being defined as follows:

i. Observer refers to a User who has created a free profile permitting limited Site access, but who has not paid for a membership.

ii. Club Member refers to a registered user of the Site who has subscribed to and paid for a Club Membership.

a. Club 6 months Membership. Refers to a paid package giving full access to the Site at will for a period of 180 days from the date of membership payment.

b. Club 12 months Membership. Refers to a paid package giving full access to the Site at will for a period of 365 days from the date of membership payment.

c. Freedom Club Membership. Refers to a paid package giving full access to the Site at will over a period of 60 days from the date of membership payment.

d. Club Premium Membership. Refers to a paid package giving full access to the Site at will over a period of 180 days from the date of membership payment.

e. Club Pro Membership. Refers to a paid package, reserved for professionals and maritime businesses, giving access full access to the Site at will for a period of 365 days from the date of membership payment.

f. Ex-Club Membership. Refers to a User who previously paid for a Membership, but is no longer paying and has not terminated the Profile. Ex-Club Membership has the same Site access as an Observer and may re-start the Membership at any time.

e. NAVEEMATE. Refers to a set of free and paid Internet services connecting boaters virtually for personal, recreational and non-commercial purposes in conjunction with providing access to special offers and discounts on third-party boating

goods and services. The term "NAVEEMATE" includes collectively its affiliates, agents, directors, employees, insurers, members, suppliers, underwriters and its licensors.

- f. User. Anyone who accesses the Service and is assigned a User account.
- g. User Account. Refers to the account created by a User registering with the Site allowing access to certain features of the Service.
- h. User Content. Refers to information, comments, questions, feedback, pictures, video and all other content or information given to the Site whether retained internally by NAVEEMATE or posted, displayed and/or otherwise made available by a User on the Service.
- i. Service. Refers to all the NAVEEMATE services, paid or free, available to Users including the NAVEEMATE web site, web widgets, feeds, mobile device software applications, applications for third-party web sites and services, and any other mobile or online services and/or applications owned, controlled, offered and/or available by and/or through NAVEEMATE.
- j. Site. Refers to the website www.coboaters.com.

2. ELIGIBILITY REQUIREMENTS.

- a. The equipment (computer, smartphone, tablet, software, telecommunications, etc.) allowing access to the Service is the User's sole responsibility. NAVEEMATE does not supply any hardware or Internet connection.
- b. This Service is intended solely for persons who are eighteen (18) years or older, and any registration, use or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement.
- c. The Service is not available to any Users previously removed from the Service by NAVEEMATE, unless NAVEEMATE has given you written notice of reinstatement.
- d. The Service is only available for personal, recreational and non-commercial purposes and may not be used for commercial purposes in any way including, but not limited to, the hiring of paid crew.
- e. All Users must satisfy the Eligibility Requirements and must provide all requested documentation and information throughout the use of the Service.
- f. You acknowledge and agree that the Eligibility Requirements may change at any time and for any reason.

3. NAVEEMATE ACCOUNTS.

- a. No matter whether you are a boat owner or crew seeking to meet boat owners, you will need to apply for a "User Account" with NAVEEMATE.
- b. NAVEEMATE may accept or reject User account applications in its sole discretion for any reason. If you are accepted for a User account, you acknowledge and agree to abide by this Agreement including the Eligibility Requirements.
- c. Your User account gives you access to the services and functionality that NAVEEMATE may establish and maintain from time to time and in its sole discretion.
- d. Your User account is for your personal use only. You may not create a User account on behalf of a business or entity unless you register and pay for a Club Pro Membership. If registering as a business entity you warrant and represent to NAVEEMATE (i) you have authority to register the business entity, (ii) the business entity specifically authorizes the registration, (iii) the business entity is active and in good standing and (iv) that the business will only use the Service only for personal, recreational and non-commercial purposes.
- e. You may not use another User's account, permit anyone else to use your User account, or assign or otherwise transfer your User account to any other person or entity. **When applying for and creating your User account, you must provide accurate and complete information, and keep such information updated and accurate throughout the term of this Agreement.** You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify NAVEEMATE immediately of any breach of security or unauthorized use of your account. NAVEEMATE will not be liable for any losses caused by any unauthorized use of your account.
- f. You may control your User profile and how you interact with the Service by changing the options in your Settings page. By providing NAVEEMATE with your email address and/or your WhatsApp, Facebook, Instagram, Skype and/or any other social media data, you consent to our use of the email address and/or other social media data to send you Service-related email and/or messages, including any notices required by law, in lieu of communication by postal mail. You may not opt out of Service-related emails. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive those types of messages, you may opt out or change your preferences in your Settings page.

4. THE SERVICE.

a. The Service provides virtual contact between Users via electronic communications services, i.e. matchmaking services. The Service does not include the organization of "real" meetings or the provision of access to the Internet or the provision of an electronic communication service to the public. NAVEEMATE does not

contractually commit to verify the identity of Users or the truthfulness of the content they publish, nor to moderate such content for accuracy or truthfulness. It is important to take certain precautions when meeting another User. NAVEEMATE disclaims any responsibility for meetings between Users.

b. NAVEEMATE provides a limited moderation of messaging and reviews for the sole purpose of identifying language it deems offensive by reason of its graphic sexual nature or foul-nature and/or by reason of its racial or discriminatory nature.

c. As stated above, NAVEEMATE makes available a platform or marketplace with related technology allowing people interested in boating to meet and interact online for personal, recreational and non-commercial purposes. NAVEEMATE is **NOT** the owner, operator, broker, manager, repairer, insurer, charterer, licensor of any vessel and NAVEEMATE possesses no legal interest in any vessel that may be identified on its Site. NAVEEMATE's responsibilities are strictly limited to facilitating the availability of the Service.

d. Non-paying Users are not permitted to communicate with any other person or entity. However, Club Premium and Club Pro Users are allowed to communicate with both paid and non-paying Users. Other paying Users can send a message or reply to the post of another User (including non-paying Users) on condition that the messages or replies do not contain any information identifying the User to non-paying Users.

e. Where telephone assistance is available to a User because of the membership class, NAVEEMATE will undertake to provide reasonable assistance by telephone or email to a User in aid of completing their profile and in aid of publishing that User's first post. In no event is NAVEEMATE obligated to provide a User more than 30 minutes of telephone assistance.

f. PLEASE NOTE THAT, AS STATED ABOVE, THE SERVICES ARE INTENDED TO BE USED TO FACILITATE ONLINE MEETINGS. EXCEPT AS SET FORTH ABOVE, NAVEEMATE CANNOT AND DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS OR OFFERINGS FOR SERVICE AND THE CONDITION, LEGALITY, SUITABILITY, INSURABILITY OR SEAWORTHINESS OF ANY USER'S VESSEL. NAVEEMATE IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS. ACCORDINGLY, ANY OFF-SITE, IN-PERSON MEETINGS OR ARRANGEMENTS ARE MADE AT YOUR OWN RISK.

5. ACCOUNT REGISTRATION.

a. In order to access certain features of the Service, you must register to create an account ("User Account") and become a User. You may register to join the Service directly via the Service or as described in this section.

b. You can also register to join by logging into your account with certain third-party social networking sites (“Third Party Account” or “TPA”) via our Services, as described below. As part of the functionality of the Services, you may link your User Account with Third Party Accounts, by either: (i) providing your Third-Party Account login information through the Services; or (ii) by allowing NAVEEMATE to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent you are entitled to disclose your Third-Party Account login information to NAVEEMATE and/or grant NAVEEMATE access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating NAVEEMATE to pay any fees or making NAVEEMATE subject to any usage limitations imposed by such third party service providers. By granting such access to any Third-Party Accounts, you understand that NAVEEMATE will access, make available and store (if applicable) any content you have provided to and stored in your Third-Party Account (“TPA Content”) so that it is available on and through the Services via your User Account and User Account profile page. Unless otherwise specified in these Terms, all TPA Content, if any, will be considered to be User Content for all purposes of these Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts will be available on and through your User Account on the Site, Services and Application. Please note that if a Third-Party Account or associated service becomes unavailable or User’s access to such Third-Party Account is terminated by the third party service provider, then TPA Content will no longer be available on and through the Site, Services and Application. You have the ability to disable the connection between your User Account and your Third-Party Accounts, at any time, by accessing the “Account” section of the Site. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE TPA SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH TPA SERVICE PROVIDERS. NAVEEMATE makes no effort to review any TPA Content for any purpose, including but not limited to, for accuracy, legality or non-infringement and NAVEEMATE is not responsible for any TPA Content. *If you have further questions, see NAVEEMATE’s [Privacy Policy](#) which is incorporated herein as if set out in full.*

c. We will create your User Account and your User Account profile page for your use of the Service based upon the personal information you provide to us or that we obtain via a TPA as described above. You may not have more than one (1) active User Account. **You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete.**

d. NAVEEMATE reserves the right to suspend or terminate your User Account and your access to the Service if you create more than one (1) User Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your

password. You agree you will not disclose your password to any third-party and that you will take sole responsibility for any activities or actions under your User Account, whether or not you have authorized such activities or actions. You will immediately notify NAVEEMATE of any unauthorized use of your User Account.

6. NO ENDORSEMENT UNLESS SPECIFICALLY IDENTIFIED.

a. NAVEEMATE does not endorse any Users or any other person and/or entity. **In addition, although this Agreement requires Users provide accurate information, we do not attempt to confirm, and do not confirm, any User's purported identity or other information provided by such User except as described herein.**

b. You are responsible for determining the identity and suitability of others who you contact via the Service. Except as provided by this Agreement, NAVEEMATE will **NOT** be responsible for any damage or harm resulting from your interactions with any other person and/or entity including other Users.

c. **User Verification.** A paying User who requests to be verified by NAVEEMATE, may submit a true, accurate and complete copy of a current, government-issued identity document depicting a facial image and including a birth date and complete address. If the information provided by the User at the time of registration on the Site matches those on the identity document, NAVEEMATE will indicate on its Site that the User is "Verified". This verification only relates to the following verified identity elements: surname, first name and date of birth. NAVEEMATE is a service of virtual connection, and NAVEEMATE never certifies the accuracy of any User's identity.

d. **Vessel Insurance Verification.** A paying User holding a Club Membership may request vessel insurance verification by providing NAVEEMATE with a true, accurate and complete copy of their Vessel's current Registration or Documentation along with a current vessel marine insurance certificate. If the information provided on the Vessel's current Registration or Documentation and the insurance certificate matches the information provided on the User's profile, NAVEEMATE will indicate on its Site that the User's vessel is "Verified". This verification only relates to the following verified elements: name of the vessel and the date of expiration of the insurance certificate. **NAVEEMATE is a service of virtual connection, and NAVEEMATE never certifies the accuracy of any User's information and it does not certify that any User or any vessel has insurance or that such insurance would cover any particular loss or cover any other User of this Site.**

7. SERVICE RULES.

a. User agrees not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots, "spiders, "offline readers, etc., to

access the Service in a manner that sends more request messages to the NAVEEMATE servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser except that NAVEEMATE grants the operators of public search engines revocable permission to use spiders to copy materials from coboaters.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

b. NAVEEMATE may permanently or temporarily terminate, suspend, or otherwise refuse to permit User access to the Service for any reason without notice and without incurring liability for doing so, including if in NAVEEMATE's sole determination User violates any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, User continues to be bound by this Agreement. All aspects of the Service are subject to change or elimination at NAVEEMATE's sole discretion. NAVEEMATE reserves the right to interrupt the Service with or without prior notice for any reason or no reason. NAVEEMATE is not liable to User for any interruption of the Service, delay or failure to perform and does not guarantee whatsoever any continuity in the Service.

c. Some areas of the Service may allow Users to post feedback, comments, questions, and other content or information (any such materials a User submits, posts, displays or otherwise makes available on the Service is referred to as "User Content"). You retain ownership of your User Content. You are solely responsible for the User Content that you upload, publish, display, link to or otherwise make available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand NAVEEMATE does not guarantee any confidentiality with respect to any User Content.

d. You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit

children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that you know is not correct and current or (ix) contains any information intended for commercial purposes. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below), rights of publicity and privacy.

e. NAVEEMATE reserves the right, but is not obligated, to reject and/or remove any User Content that NAVEEMATE believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.

f. For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

g. NAVEEMATE takes no responsibility and assumes no liability for any User Content that you or any other User or third-party posts or sends over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use the Service, is solely your responsibility. NAVEEMATE is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, objectionable, or inappropriate for children, and you agree that NAVEEMATE shall not be liable for any damages you allege to incur as a result of such User Content.

h. NAVEEMATE does not endorse any Users, any User Content or any vessel. You are solely responsible for your interactions with other NAVEEMATE Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. NAVEEMATE shall have no liability for your interactions with other Users, or for any Users' action or inactions. We do not guarantee the quality, safety, truth or accuracy of User Content, or other services or transactions available via the Service.

i. **RELEASE:** *Read Carefully!* By using the Service, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to a particular User or third party that cause you harm and you agree not to attempt to impose liability on or seek any legal remedy from NAVEEMATE with respect to such actions or omissions. If you have a dispute with one or more Users, you release us (and our officers, directors, employees, agents, subsidiaries, affiliates, insurers, members and underwriters) from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes or your use of the Services. If you are a California resident, you waive California Civil Code 1542, which says: "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."

j. **PLEASE NOTE THAT, AS STATED ABOVE, THE SERVICE IS INTENDED TO BE USED TO FACILITATE PEOPLE INTERESTED IN BOATING TO MEET ONLINE FOR PERSONAL, RECREATIONAL AND NON-COMMERCIAL PURPOSES. NAVEEMATE CANNOT AND DOES NOT CONTROL THE USER CONTENT, DOES NOT CONTROL THE CONDITIONS OF ANY USER'S VESSEL, AND DOES NOT CONTROL THE BEHAVIOR OF ANY USER OR THE ACTIONS OF ANY USER. NAVEEMATE IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL USER CONTENT OR IN-PERSON MEETINGS BETWEEN USERS. ACCORDINGLY, ANY ARRANGEMENTS MADE BY A USER TO MEET AND/OR GO ABOARD ANOTHER USER'S VESSEL ARE MADE AT THE USER'S OWN RISK. IT IS ALSO YOUR RESPONSIBILITY TO MAKE CERTAIN YOU HAVE (OR ARE COVERED BY) INSURANCE!**

8. LICENSE GRANT.

a. You retain all your ownership rights in your User Content. By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have a right to grant, to NAVEEMATE a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with NAVEEMATE's (and its successors and affiliates) business. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

9. END USER LICENSES.

a. NAVEEMATE Service. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely

revocable, license to use the Service for your personal, recreational and noncommercial use only. NAVEEMATE reserves all rights not expressly granted herein in the Service and the NAVEEMATE Content (as defined below). NAVEEMATE may terminate this license at any time for any reason or no reason.

b. NAVEEMATE Software. To use the NAVEEMATE Software you must have a computer or mobile device compatible with the NAVEEMATE Service. NAVEEMATE does not warrant that the NAVEEMATE Software and/or NAVEEMATE Service will be compatible with your computer or mobile device.

c. License Grant. NAVEEMATE hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the NAVEEMATE Software for one NAVEEMATE User account on one mobile device owned or leased solely by you, for your personal use.

d. Restrictions. You may not: (i) modify, disassemble, decompile or reverse engineer the NAVEEMATE Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the NAVEEMATE Software to any third party or use the NAVEEMATE Software to provide time sharing or similar services for any third party; (iii) make any copies of the NAVEEMATE Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the NAVEEMATE Software, features that prevent or restrict use or copying of any content accessible through the NAVEEMATE Software, or features that enforce limitations on use of the NAVEEMATE Software; or (v) delete the copyright and other proprietary rights notices on the NAVEEMATE Software.

e. Software Upgrades. You acknowledge that NAVEEMATE may from time to time issue upgraded versions of the NAVEEMATE Software, and may automatically electronically upgrade the version of the NAVEEMATE Software that you are using on your computer or mobile device. You consent to such automatic upgrading on your computer or mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades.

f. Third-Party Code. Any third-party code that may be incorporated in the NAVEEMATE Software is covered by the applicable open source or third-party license, if any, authorizing use of such code.

g. Rights Reserved. The foregoing license grant is not a sale of the NAVEEMATE Software or any copy thereof, and NAVEEMATE or its third party partners or suppliers retain all right, title, and interest in the NAVEEMATE Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. NAVEEMATE reserves all rights not expressly granted under this Agreement.

h. Export Control. The NAVEEMATE Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the NAVEEMATE Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the NAVEEMATE Software and the NAVEEMATE Service.

10. OUR PROPRIETARY RIGHTS.

a. Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the "NAVEEMATE Content"), and all Intellectual Property Rights related thereto, are the exclusive property of NAVEEMATE and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the NAVEEMATE Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

b. You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place NAVEEMATE under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, NAVEEMATE does not waive any rights to use similar or related ideas previously known to NAVEEMATE, or developed by its employees, or obtained from sources other than you.

11. FEES; BILLING; PAYMENTS.

a. Fee Schedule and Billing Policies. You agree to the fees and charges, terms of sale, payment and billing policies applicable to your use of the Service as stated on the Site, a copy of which is incorporated herein as if set out in full. NAVEEMATE may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion. All fees and charges for your use of the Service are non-refundable, except as may be expressly stated on the Site.

b. Payments. NAVEEMATE will process the Membership fee on your behalf, which means processing the User's credit card. NAVEEMATE reserves the right to withhold payment or charge back to your account any amounts otherwise due to us

under this Agreement, or any amounts due as a result of a breach of this Agreement by you, pending NAVEEMATE's reasonable investigation of such breach.

- i. To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information associated with your account.
- ii. If you dispute any payment made hereunder, you must notify NAVEEMATE in writing within thirty (30) days of any such payment; failure to so notify NAVEEMATE shall result in the waiver by you of any claim relating to any such disputed payment. Payment shall be calculated solely based on records maintained by NAVEEMATE.

c. You agree to pay all applicable taxes or charges imposed by any government entity in connection with your participation in the Service.

12. RENEWALS.

a. At the end of the User's registration period, the registration will automatically renew unless the User terminates the registration per paragraph # 12.

b. Any renewal will be for a period of time identical to the User's original Registration period.

c. Any renewal will be invoiced to the User at the same rate as paid by the User in connection with the original registration or, where there's been an upgrade, the rate last charged at the time of the renewal.

d. Where a User objects in writing to a renewal within 30 days after the renewal is paid for by the User, NAVEEMATE will refund the full amount of the renewal charge. No refunds for renewals will be given otherwise unless at the sole discretion of NAVEEMATE.

13. PRIVACY.

Our [Privacy Policy](#) outlines how we use and safeguard your information and a copy of the same is incorporated herein as if set out in full. You understand by using the Service, you are consenting to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our [Privacy Policy](#), and to have your personally identifiable information collected, used, transferred to and processed in the United States.

14. SECURITY.

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from

unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. **RELEASE:** You acknowledge and agree that you are providing your personal information at your own risk and in exchange for the use of the Service, you release NAVEEMATE from all losses or damages you may sustain by reason of a data breach and release of your personal information (except where such breach and release is alleged to have been caused by NAVEEMATER's gross negligence or intentionally).

15. DMCA NOTICE.

a. Since we respect artist and content owner rights, it is NAVEEMATE's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

b. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify NAVEEMATE's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- i. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- ii. Identification of the copyrighted work that you claim has been infringed;
- iii. Identification of the material that is claimed to be infringing and where it is located on the Service;
- iv. Information reasonably sufficient to permit NAVEEMATE to contact you, such as your address, telephone number, and, e-mail address;
- v. A statement that you have a good faith belief that use of the material in the manner contemplated of is not authorized by the copyright owner, its agent, or law; and
- vi. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice - NAVEEMATE
Email: contact@coboaters.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

c. Please note that this procedure is exclusively for notifying NAVEEMATE and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with NAVEEMATE's rights and obligations under the DMCA, including 17 U.S.C. 512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

d. In accordance with the DMCA and other applicable law, NAVEEMATE has adopted a policy of terminating, in appropriate circumstances and at NAVEEMATE's sole discretion, users who are deemed to be repeat infringers. NAVEEMATE may also at its sole discretion limit access to the Service and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

17. ADDITIONAL USER REPRESENTATIONS AND WARRANTIES.

In addition to the other representations and warranties in this Agreement, you affirm, represent and warrant that:

a. You are at least 18 years of age and are fully able and competent to agree to terms, conditions, obligations, affirmations, representations, and warranties set forth herein and you have not previously been removed from the Service unless you have a currently valid notice of reinstatement from NAVEEMATE.

b. Your User Content and NAVEEMATE's use thereof as contemplated by this Agreement and the Service will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity. To the best of your knowledge, all you're User Content and other information that you provide to us is truthful and accurate.

18. THIRD-PARTY LINKS.

a. The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by NAVEEMATE. NAVEEMATE does not endorse any such sites or the information, materials, products, or services contained on or accessible through such sites. NAVEEMATE has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. If you access a third-party website from the Service, you do so at your own risk, and you understand that this Agreement and NAVEEMATE's [Privacy Policy](#) do not apply to your use of such sites. **RELEASE:** In exchange for the use of the Service, you release NAVEEMATE to

the maximum extent permitted by law from any and all liability arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. **RELEASE:** In exchange for the use of the Service, you agree NAVEEMATE shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers. We encourage you to be aware of when you leave the Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

19. INDEMINITY.

a. **READ CAREFULLY:** In exchange for your use of the Service, you agree to defend, indemnify and hold harmless NAVEEMATE and its subsidiaries, agents, licensors, insurers, underwriters, managers, members and other affiliated companies and their employees, contractors, agents, officers and directors, from and against any and all claims, causes of action, damages, obligations, losses, liabilities, liens, costs or debt and expenses (including but not limited to attorney's fees) arising from: (i) your use of and/or access to the Service, including, but not limited to, any data or content transmitted or received by you; (ii) PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND/OR USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO ANY INJURY, DEATH OR DAMAGE TO YOUR PERSON OR PROPERTY; (iii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties contained herein; (iv) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (v) your violation of any law, rule or regulation of the United States (including local, state and federal laws) or the laws of any other country in which the User is located; (vi) any claim for damages that arise as a result of any of your User Content or any that is submitted via your account; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

20. NO WARRANTY.

IF YOU CHOOSE TO USE THE SERVICE, YOU DO SO AT YOUR OWN RISK. **YOU ACKNOWLEDGE AND AGREE THAT NAVEEMATE DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ANY USER.** THE SERVICE AND ANY CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THERE IS ALSO NO WARRANTY OF WORKMANLIKE PERFORMANCE AND THE SAME IS SPECIFICALLY DISCLAIMED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM

NAVEEMATE OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, NAVEEMATE, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM YOUR USE OF THE SERVICE.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICE. **YOU UNDERSTAND THAT OTHER THAN AS DESCRIBED HEREIN, NAVEEMATE DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICE AND NAVEEMATE IS NOT RESPONSIBLE FOR THE ACTION OF USERS OF THE SERVICE.**

NAVEEMATE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE NAVEEMATE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND NAVEEMATE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

21. LIMITATION OF LIABILITY.

a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NAVEEMATE, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, INSURERS, UNDERWRITERS, MEMBERS, SUPPLIERS OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL NAVEEMATE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

b. **READ CAREFULLY!** --- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NAVEEMATE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR

SERVICE INCLUDING, BUT NOT LIMITED TO ANY INJURY, DEATH OR DAMAGE TO YOUR PERSON OR PROPERTY; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

c. ***READ CAREFULLY!*** IN NO EVENT SHALL NAVEEMATE, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, INSURERS, SUBSIDIARIES, MEMBERS, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, LIENS, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE GREATER OF EITHER (a) THE AMOUNT YOU PAID NAVEEMATE IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR (b) ONE HUNDRED UNITED STATES DOLLARS (USD100). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NAVEEMATE AND YOU MEANING YOUR RIGHT TO USE THE SITE AND THE SERVICE IS CONDITIONED ON THIS LIABILITY LIMITATION. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF NAVEEMATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

d. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

e. The Service is controlled and operated from its facilities in the United States. NAVEEMATE makes no representations that the Service is appropriate for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a

country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

22. ASSIGNMENT.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by NAVEEMATE without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

23. GENERAL.

a. Termination.

- i. You may terminate your participation in the Service at any time, for any reason, by sending us your written request to terminate. Any request to terminate will be deemed to have been made two (2) business days after receipt of the User's termination request.
- ii. We may terminate your participation in the Service at any time, for any reason or no reason, without explanation.
- iii. We maintain sole discretion to bar your use of the Service in the future, for any reason that we determine or for no reason.
- iv. NAVEEMATE will give notice of termination to the User.
- v. NAVEEMATE will destroy the User's data when requested in writing.
- vi. NAVEEMATE is under no obligation whatsoever to preserve your data for any reason.
- vii. Termination does not entitle the User to reimbursement for any remaining portion of the registration period. Reimbursements, if any, are at the sole discretion of NAVEEMATE.
- viii. This Agreement will remain in effect after your participation in the Service terminates.

b. Jurisdiction. You agree that: (i) the Service shall be deemed solely based in Rhode Island; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over NAVEEMATE, either specific or general, in jurisdictions other than Rhode Island.

c. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the internal substantive laws of the State of Rhode Island, without respect to conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of a court located in Providence County, Rhode Island including the United States District Court for the District of Rhode Island, for all claims and disputes arising under or relating to this Agreement as well as for any actions for which we seek injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights.

d. Dispute Resolution. All claims and disputes arising under or relating to this Agreement may only be brought, if at all, in a court of competent jurisdiction located in Providence County, Rhode Island.

e. Class Action Waiver. This Agreement requires that the exclusive resolution of disputes is through individual legal action instead of through any class action. Even if the applicable law provides otherwise, User agrees that any legal action shall be brought individually and not as a member or part of any class action and User waives any right to participate in such class action.

f. Notification Procedures. NAVEEMATE may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by NAVEEMATE in our sole discretion. NAVEEMATE reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. NAVEEMATE is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend you add contact@coboaters.com to your email address listings to help ensure you receive email notifications from us.

g. Entire Agreement/Severability. This Agreement, together with all amendments, all documents referenced in this Agreement, and any other legal notices and agreements published by NAVEEMATE via the Service (including the Disclaimer Language posted on the Site), shall constitute the entire agreement between you and NAVEEMATE concerning the Service. If a court of competent jurisdiction deems any provision of this Agreement invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

h. No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and NAVEEMATE's failure

to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Please contact us at contact@coboaters.com with any questions regarding this Agreement.

/ END /