

General

This website is owned and operated by Marine Monitor, LLC and its affiliates (collectively “Marine Monitor,” “M2,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your legal rights to use or access services, software, mobile applications, and websites (the “Services”) related to hardware products or devices (“Products”). The definitions of Services and Products are limited to those that are manufactured, sold, provided, or offered by Marine Monitor, LLC.

The term “You,” as used in these Terms, includes: (i) the following “Owners”: any person or entity who either (a) purchases or is granted a Product or Service, or (b) is the owner of the Product and creates an account associated with the Product, AND (ii) the following “Covered Parties”: (a) any members of an Owner’s organization or entity, or (b) any person or entity that accesses or uses the Owner’s Products or Services. You are responsible for your own actions in connection with the Products and Services.

If you’re agreeing to these Terms on behalf of an organization or entity, You represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms, in which case, the references to “You” and “Your” in these Terms, except for in this sentence, refer collectively to you personally and to that organization or entity.

Access Security

To access cloud-based Services, You are required to sign up for an account managed by M2, and select a password and user name. You promise to provide us with accurate, complete, and updated registration information about yourself. Also, You will not share your account, user name, or password with anyone, and you must protect the security of your account, user name and password. You’re responsible for any activity associated with your account.

We may also share with You passwords and user names for other Products and Services as needed, such as access to individual M2 components, including but not limited to computer and camera interface login credentials. You agree to protect the security of these passwords and user names.

Authorized Use

M2 Products collect and store data in different formats (“Hosted Data”). We reserve the right to store Hosted Data and make Hosted Data available through M2 Services. Hosted Data are associated with specific Products deployed as a single unique system, and we grant access to Hosted Data from individual systems for the associated Owners and Covered Parties.

We grant to Owners and Covered Parties an unlimited, irrevocable, perpetual, worldwide right to use, distribute, store, translate, copy, and display Hosted Data and create derivative works (“Derived Products”) from Hosted Data. If Owners or Covered Parties share Hosted Data or Derived Products with third parties, M2 must be identified as the source with the following notice

or similar, "Includes material © [year] Marine Monitor (M2). All Rights Reserved." The permissions associated with Hosted Data and creation of Derived Products stated above is exclusive to Hosted Data and does not include M2 licensed software.

By using our Products and Services, You give M2 the right, without any compensation or obligation to you, to access and use Hosted Data for the limited purposes of providing Services to you, improving Products and Services, and developing new Products and Services. This includes analyzing user activity.

If You do not agree with these Terms, M2 will be unable to provide Hosted Data, and available Services will be limited, including all cloud-based Services, including but not limited to mobile applications and websites.

User Content

We may allow You to submit text and images through the Services ("User Content"). User Content includes any information you provide via interaction with our Services. You acknowledge that upon submission, User Content becomes Hosted Data and is available to M2, Owners and all Covered Parties with access to the Hosted Data associated with the Owner's system, including for use in internal development. We reserve the right to delete any User Content.

User Content is uploaded at Your own risk. Notwithstanding anything to the contrary herein, M2 neither guarantees against unauthorized copying or distribution of User Content nor will M2 be liable for any unauthorized copying or usage of the User Content. You acknowledge that nothing in this section or these Terms will obligate M2 to use any User Content or permit the posting of such User Content on this Site.

Subject to the licenses granted herein, You retain all of Your ownership rights in User Content uploaded and owned by You.

By submitting Content or uploading any User Content to the Site, You agree not to post any User Content that You know is incorrect or not current. You further agree not to post User Content or take any action that (i) creates liability for M2 or our partners in any manner whatsoever; (ii) violates or reasonably could cause us to violate any applicable law, statute, ordinance or regulation or encourage criminal conduct; (iii) scans or tests the vulnerability or security of the Site or the Services or the system within which it operates or involves the upload, or insertion of, any programming language or code into or onto, our Services; (iv) contains any information (such as insider, proprietary or confidential information) that You do not have a right to make available due to contract, fiduciary duty or operation of law; (v) advertises the products or services of others or contains links to third-party websites or solicits business for products or services other than those that are offered and promoted on the Site; (vi) contains any computer hardware or software, viruses, Trojan horses, worms, spyware or any other computer programming that may interfere with the operation of the Site or the Services or our systems

and or create or impose a large burden or load on the Site or the Services or systems; or (vii) infringes any third party's intellectual property rights including but not limited to copyright, patent or trademark right.

By using, submitting, or uploading any User Content to the Site you represent and warrant to M2 that (i)(a) You are the owner, with all appurtenant rights thereto, of any and all User Content submitted or uploaded by You or (b) You are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce, and distribute User Content submitted or uploaded by You; and (ii) Your User Content is free of any digital rights management, including any software designed to limit the number of times User Content may be copied or played; and (iii) no claim has been asserted nor have any proceedings been instituted by any third party against You or Your predecessors in title for the infringement of intellectual property rights in Your User Content.

By submitting or uploading any User Content to the Site, you agree to indemnify, defend, and hold harmless M2, its respective subsidiaries, affiliates, directors, officers, employees, attorneys, agents, and representatives, from any and all third party liability for any injuries, losses, claims, actions, demands, or damages of any kind arising from or in connection with the User Content, including, without limitation, any breach of any covenant or representation or warranty and with respect to third party claim for copyright infringement or a violation of an individual's right to privacy and/or publicity right.

M2 reserves the right to alter or delete User Content at any time, in its sole discretion, without cause and without notice to You. You acknowledge that M2 may retain archived copies of your User Content and may continue to use your User Content in connection with any materials that were created prior to your removal of your User Content, in accordance with the license described above.

By submitting or uploading any User Content to the Site, You agree not to at any time submit or upload any User Content that requires licenses or authorizations from any government agencies, including without limitation the United States State Department's International Traffic in Arms Regulations (ITAR) and the Commerce Department's Export Administration Regulations. You shall not post any ITAR-controlled technical data and other applicable information, including any official Department of Defense documents, on the Site that have not been authorized for public release by the appropriate government agency. It is your responsibility to ensure that you comply with these laws and do not post any item on the Site that is not authorized for public release under the applicable laws, regulations and restrictions. Your rights under these Terms are contingent on Your compliance with this provision.

Indemnity

You agree to indemnify, hold harmless and, at M2's request, defend M2 and its subsidiaries, affiliates, officers, agents, partners licensors, and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content

You submit to, post to, or transmit through the Site or the Services, Your use of the Site or the Services, or Your violation of these Terms.

Prohibited Uses

As a condition of Your use of the Site and the Services, You warrant to M2 that You will do so only for a lawful purpose and one that is not prohibited by these terms, conditions or notices. You may not use the Services in any manner which could damage, disable, overburden or impair the Services. Recognizing the global nature of the Internet, You agree to comply with all local rules regarding online conduct and acceptable content in the jurisdiction in which You are visiting the Site and/or using the Services.

You are solely responsible for any and all acts and omissions that occur under Your account, and You agree not to engage in unacceptable use of the Site or the Services, which includes, without limitation, use of the Site or the Services to:

Harass, abuse, spam or otherwise interfere, disrupt, or attempt to gain unauthorized access to other accounts or any other computer network;

Disseminate, store or transmit viruses, trojan horses, or any other malicious code or program;

Scrape the Site to extract data; or

Engage in any other activity deemed by M2 to be in conflict with these Terms.

Data Sharing

We reserve the right to use Hosted Data for educational or promotional purposes with prior approval from the Owner.

We reserve the right to divulge the existence of the Product, including the general location, purpose, and photographs with prior approval from the Owner.

Data Accuracy

The Products utilize Original Equipment Manufacturer hardware, and therefore the accuracy of the Hosted Data is subject to the reported accuracy of the equipment by the manufacturers of individual components. We make the best efforts to make this information available through our Services, but we disclaim all warranties as to the accuracy of the data or the acceptable performance or fitness of the data for any particular purpose. You should exercise judgment in Your use of all content made available by or through the Site.

Third Party Services

For the purpose of developing advanced technologies, Services may use or be used in connection with third-party content, services, or integrations, which can be disclosed upon request (cloud service providers for M2 for example). We use third-party data and service providers to provide Services to You for the following purposes:

- Store and maintain data internally (databases, servers, data processing, contact management)
- Enrich internal data (predictive models, reference data sets)
- Share data externally (cross-platform integrations, research projects)

We take reasonable care to ensure third parties cannot use M2 data except as required to provide functionality for M2 but do not control or accept responsibility for any loss or alteration of data that may arise from such third-party use, for which we make no representations or warranties. We strictly limit third-party access to only specific data required to perform the required services. No third party maintains access to the totality of M2 data other than those that we use to store and maintain data internally. We do not share User account or activity information with any third parties and store this information (name, email address, and phone number) on secure platforms.

Software and Other Updates

From time to time, we may develop updates, upgrades, patches and other modifications to improve the performance of the Services and/or the Products or for other reasons at our sole discretion (“Updates”). You agree that M2 may automatically install such Updates without providing any additional notice to you or receiving any additional consent from you.

Reservation of Rights

M2 reserves all rights not expressly granted to You. The use of the Site, including its software, services, maps and other content, is only licensed to You and such license is non-transferable. In no event may You copy, loan, rent, time-share, sublicense, assign, transfer, lease, sell or otherwise dispose of the M2 Site’s software, maps, or other content on a temporary or permanent basis except as expressly provided herein. These Terms shall benefit M2 and its successors and assigns. You may not, or permit any third party to, modify, adapt, translate, create derivative works from, reverse engineer, decompile, disassemble, or otherwise attempt to derive any source code from the Site’s software. All logos and product names appearing on or in connection with the Site are proprietary to M2 or its licensors and/or suppliers. You agree never to remove any proprietary notices or product identification labels from the Site’s software, maps, and other content, if applicable.

Changes to these Terms of Service

M2 reserves the right, at its sole discretion, to modify, add or delete portions of, or otherwise change, these Terms at any time without notice to you by posting the changed Terms on the Site. All changes shall be effective immediately upon posting. Please check these Terms periodically for changes. Your continued use of the Services after the posting of changes constitutes Your binding acceptance of such changes.

Disclaimers of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE SITE, AND ITS SOFTWARE, SERVICES, MAPS AND OTHER CONTENT, INCLUDING ANY THIRD-PARTY SOFTWARE, SERVICES, MEDIA, OR OTHER CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE, IS AT YOUR OWN RISK. THE SITE, AND ITS SOFTWARE, SERVICES, MAPS AND OTHER CONTENT, INCLUDING ANY THIRD-PARTY SOFTWARE, SERVICES, MEDIA, OR OTHER CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER M2 NOR ANY PERSON ASSOCIATED WITH M2 MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, AND ITS SOFTWARE, SERVICES, MAPS AND OTHER CONTENT, INCLUDING ANY THIRD-PARTY SOFTWARE, SERVICES, MEDIA, OR OTHER CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. M2 HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Country and Area Nomenclature

The designations employed and the presentation of the material on this site do not imply the expression of any opinion whatsoever on the part of M2 concerning the legal status of any country, territory, city or area or of its authorities, or concerning the delimitation of its frontiers or

boundaries. The term “country” as used in this material also refers, as appropriate, to territories or areas.

Limitation of Liability and Damages

UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL M2 OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, DATA, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE SITE, INCLUDING SOFTWARE, SERVICES, MAPS, CONTENT, USER SUBMISSIONS, OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE, EVEN IF M2 OR A M2-AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE TOTAL LIABILITY OF M2 OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, THIRD PARTY PARTNERS, LICENSORS OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE) EXCEED ONE HUNDRED DOLLARS (\$100 USD).

Savings Clause

CERTAIN JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON CERTAIN DAMAGES AND LIABILITIES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIABILITY LIMITATIONS OR EXCLUSIONS CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

Digital Millennium Copyright Act Compliance

If You are a copyright owner or an agent thereof, and believe that any Site content infringes upon Your copyrights, You may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent (as defined below) with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the exact location on the Site of copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Site are covered by a single notification, a representative list of such works as located on the Site;

The address, telephone number and electronic mail address of the complaining party;

A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;

Your electronic or physical signature (as appropriate).

The designated Copyright Agent to receive notifications of claimed infringement is: M2 Email: info@protectedseas.net

Additional Terms

You understand and acknowledge that the Children's Online Privacy Protection Act (COPPA) prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without verifiable parental consent. Persons who are 13 or younger are prohibited from using the Service without verifiable parental consent. By using the Service, you represent and warrant that you are over the age of 13.

These Terms shall be governed by and construed in accordance with the laws of California, U.S.A., excluding its conflict of laws provisions. You agree that any action at law or in equity arising out of or relating to these Terms or M2 shall be filed only in the federal court in and for the Northern District of California, U.S.A., and You hereby consent and submit to the exclusive personal jurisdiction and venue of such court for the purposes of litigating any such action. The parties hereby exclude application of the U.N. Convention on Contracts for the International Sale of Goods from this Agreement and any transaction related thereto.

A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit from such provision. The failure of M2 to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

You agree that no joint venture, partnership, employment or agency relationship exists between You and M2 as a result of these Terms or use of M2. You further acknowledge no confidential, fiduciary, contractually implied or other relationship is created between You and M2 other than pursuant to these Terms.

You must fully comply with all applicable export laws, including U.S. law, and must not directly or indirectly export any computer hardware, software, technical data or derivatives of such hardware, software or technical data ("HSoTD"), or re-export, or permit the shipment or transfer of same: (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria or any other country, destination or person to which HSoTD would be prohibited by the United States,

such as, but not limited to, anyone on the U.S. Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the U.S. Commerce Department's Denied Parties List; or (ii) to any country or destination for which the United States requires an export license or other approval for export without first having obtained such license or other Contact Information

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

The Site is operated by M2, Inc., PO Box 61239, Palo Alto, CA, 94306, United States of America. All feedback, comments, requests for technical support, and other communications relating to the Site should be directed to m2@protectedseas.net