

# BoatDay Terms and Conditions

Last Updated: December 15, 2014

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

The terms and conditions stated herein (collectively, the "Agreement", or "Terms and Conditions") constitute a legal agreement between You ("You", "Your", or "Yourself") and Peer-to-Pier Technologies, LLC a Florida limited liability company whose principal office is located at 218 S.E. 14th St. Apt. 1001, Miami, FL 33186 (the "Company", "Peer-to-Pier", "We", "Us" or "Our"). In order to use the Service (defined below) and the associated Application (defined below) You must agree to the terms and conditions that are set out below. By using or receiving any services supplied to You by the Company (collectively, the "Service"), and downloading, installing or using any associated application supplied by the Company which purpose is to enable You to use the Service (collectively, the "Application" or the "Platform"), You hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement, and any future amendments and additions to this Agreement as published from time to time at <https://www.boatdayapp.com> or through the Service.

The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Application at any time, effective upon posting of an updated version of this Agreement on the Service or Application. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Application after any such changes shall constitute Your consent to such changes. If We post amended terms on the Application, You may not use the Services without accepting them. Except as stated below, all amended terms shall automatically be effective after they are posted on the Service or Application. This Agreement may not be otherwise amended except in writing signed by You and the Company.

The Company is willing to license, not sell, the Application to You only upon the condition that You accept all the terms contained in this Agreement. By signing up with or by using the Application and /or Services, You indicate that You understand this Agreement and accept all of its terms. If You do not accept all the terms of this Agreement, then Peer-to-Pier is unwilling to license the Application to You. If You do not agree to the terms of this Agreement, You have no right to obtain information from or otherwise continue using the Application or the Services. Failure to use the Application in accordance with this Agreement may subject You to civil and

criminal penalties. If You accept or agree to the terms of this Agreement on behalf of a company or other legal entity, You represent and warrant that You have the authority to bind that company or other legal entity to this Agreement, and in such event, “You” and “Your” will refer and apply to that company or other legal entity.

Please read this Agreement carefully before using the Services. You must read, agree with and accept all of the terms and conditions contained in this Agreement, which includes those terms and conditions expressly set out below and those incorporated by reference, before You use any of the Services. By using any of the Services, You become a participant in the Application and a user of Services available on the Application (“Participant” or “User” or “Member”) and You agree to be bound by the terms and conditions of this Agreement with respect to such Services. YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE APPLICATION OR SERVICES, OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE APPLICATION, SERVICES OR COLLECTIVE CONTENT.

This Agreement applies to any version of the Application that You acquire from the Apple App Store. This Agreement is entered into between You and Peer-to-Pier. Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect to the Application. Peer-to-Pier, not Apple, is solely responsible for the BoatDay Platform and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement. Upon Your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary thereof. This Agreement incorporates by reference the [Licensed Application End User License Agreement published by Apple](#), for purposes of which, You are “the end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

The Application provides a means to enable persons who seek to join boating events and activities (“Guests”) to browse listings of boating events and activities (each a “BoatDay”) posted and hosted by persons engaging in such BoatDays (“Hosts”), and to contact Hosts for the purposes of participating in such Host’s BoatDay.

THE COMPANY DOES NOT PROVIDE TRANSPORTATION OR BOAT CHARTER SERVICES, AND THE COMPANY IS NOT A TRANSPORTATION CARRIER OR BOAT CHARTERER. IT IS UP TO THE HOST TO DECIDE WHETHER OR NOT TO OFFER OR ALLOW ON-BOARD A GUEST CONTACTED THROUGH THE APPLICATION, AND IT IS UP TO THE GUEST TO DECIDE WHETHER OR NOT TO ACCEPT AND JOIN THE BOATDAY OF ANY HOST CONTACTED THROUGH THE APPLICATION. ANY DECISION BY A USER TO OFFER OR ACCEPT PARTICIPATION IN A BOATDAY IS A DECISION MADE IN SUCH USER'S SOLE DISCRETION. PEER-TO-PIER OFFERS INFORMATION AND A METHOD TO CONNECT HOSTS AND GUESTS WITH EACH OTHER, BUT DOES NOT, AND DOES NOT INTEND, TO PROVIDE TRANSPORTATION OR BOAT CHARTER SERVICES OR ACT IN ANY MANNER AS A TRANSPORTATION CARRIER OR BOAT CHARTERER, AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES OR BOATDAY ACCESS VOLUNTARILY PROVIDED TO ANY GUEST BY ANY HOST USING THE APPLICATION.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT USE OR ACCESS THE APPLICATION OR REGISTER FOR THE SERVICES PROVIDED ON THE APPLICATION.

## Eligibility

The Application and Services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, Our Services are not available to children (persons under the age of 18) or to temporarily or indefinitely terminated Participants. Any access to or use of the Application or Services by anyone under 18 is expressly prohibited. By becoming a Participant, You represent and warrant that You are at least 18 years old. By using the Application or the Services, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement.

You are the sole authorized user of Your account. You are responsible for maintaining the confidentiality of any password provided by You or the Company for accessing the Services. You are solely and fully responsible for all activities that occur under Your password or account. The Company has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should You suspect that any unauthorized party may be using Your

password or account or You suspect any other breach of security, You will contact Us immediately.

## BoatDay Event Listings

As a Participant, You may create and list BoatDays as open to Guests via the Application and Services (“Listings”). To create a Listing, You will be asked a variety of questions about the BoatDay to be listed, including, but not limited to, the location of the boat, capacity, size, features, suggested voluntary contribution and related rules and financial terms. Listings will be made publicly available via the Application and Services. Other Members will be able to view Your Listings via the Application and Services based upon the information provided in Your Listing. You understand and agree that once a Guest requests a confirmation on Your BoatDay, You may not request the Guest to pay a higher suggested voluntary contribution than in the Listing request.

You acknowledge and agree that You are responsible for any and all Listings You post. Accordingly, You represent and warrant that any Listing You post and the confirmation of, or a Guest's participation in, a BoatDay in a Listing You post (i) will not breach any agreements You have entered into with any third parties, such as a boat club agreement, boat lease or rental agreements, or insurance agreement and (ii) will (a) be in compliance with all applicable laws (such as boater safety laws and laws governing rentals of boats and marine vessels), Tax requirements, and rules and regulations that may apply to any BoatDay included in a Listing You post (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Please note that the Company assumes no responsibility for a Host's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Peer-to-Pier reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Peer-to-Pier, in its sole discretion, considers to be objectionable for any reason, in violation of this Agreement, or otherwise harmful to the Application or Services.

If You are a Host, You understand and agree that Peer-to-Pier does not act as an insurer or as Your contracting agent. If a Guest requests participation in Your BoatDay and participates in Your BoatDay, any agreement You enter into with such Guest is between You and the Guest and Peer-to-Pier is not a party thereto. Notwithstanding the foregoing, Peer-to-Pier serves as the limited authorized payment collection agent of the Host for the purpose of accepting, on behalf of the Host, payments from Guests of such suggested contributions stipulated by the Host.

If You are a Host, BoatDay makes certain tools available to You to help You to make informed decisions about which Members You choose to accept for participation in Your BoatDays. You acknowledge and agree that, as a Host, You are responsible for Your own acts and omissions and are also responsible for the acts and omissions of any individuals who participate in or are otherwise present at the Boatday at Your request or invitation, excluding the Guest (and the individuals the Guest invites to the BoatDay, if applicable.).

Peer-to-Pier requires that every Host obtain appropriate insurance for any boat registered by such Host on the Application (each a “Registered Boat”), and used to create Listings and participate in BoatDays. Please review any insurance policy that You may have for Your Registered Boat carefully, and in particular please make sure that You are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not Your insurance policy will cover the actions or inactions of Guests (and any individuals the Guest invites onto the Registered Boat, if applicable) while participating in Your BoatDay.

## Event Requests and Financial Terms

Hosts, not Peer-to-Pier, are solely responsible for honoring any confirmed BoatDays and making available any BoatDays listed through the Application or Services. Listings for BoatDays will specify the total suggested Contribution per Guest or group of Guests. If a request to join a BoatDay is cancelled (i.e. not confirmed by the applicable Host), any amounts collected by Peer-to-Pier will be refunded to such Guest, depending on the selections the Guest makes via the Application and Services, and any pre-authorization of such Guest’s credit card will be released, if applicable.

In connection with Your initial request to participate in a BoatDay, You will be asked to provide customary billing information such as name, billing address and credit card information either to Peer-to-Pier or its third-party payment processor. You agree to pay Peer-to-Pier for any Contributions made in connection with Your account in accordance with this Agreement by one of the methods described on the Application or Services. You hereby authorize the collection of such amounts by charging the credit card provided as part of requesting participation in the BoatDay, either directly by Peer-to-Pier or indirectly, via a third-party online payment processor or by one of the payment methods described on the BoatDay Platform or Services. You also authorize Peer-to-Pier to charge Your credit card in the event of damage caused to a Registered Boat on which You are a Guest, as contemplated under “Damage Fee” below, if

applicable. If You are directed to Peer-to-Pier's third-party payment processor, You may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services.

## Payments

*Voluntary Contributions.* As a Guest, You may elect to make a voluntary contribution for the BoatDay a Host has provided You access to (a "Contribution"). The decision whether to make a Contribution and the amount of the Contribution is at Your sole discretion, and the Host will not receive any compensation or consideration for Your participation in the BoatDay other than the amount (if any) of this Contribution. As a Host, You may receive from a Guest a Contribution for the BoatDay You have hosted. Each Host acknowledges that the decision to provide such Contribution and the amount of the Contribution is at the Guest's sole discretion, and that the Host will not request from Guest or receive any compensation or consideration for allowing Guests to participate in a BoatDay other than the amount (if any) of the Contribution. A Contribution may be any amount from \$0 up, as specified by Guest. If, within twenty-four (24) hours after a completion a BoatDay, a Guest does not identify a specific Contribution amount for such Event, the Company will assume that the Guest selects the suggested Contribution amount for the BoatDay, as specified by the Host when creating the Listing, and the Guest's credit card will automatically be charged that amount. IT IS THE GUEST'S SOLE RESPONSIBILITY, AND NOT THE RESPONSIBILITY OF THE COMPANY, TO DECIDE WHETHER TO PAY THE CONTRIBUTION AMOUNT SUGGESTED BY THE HOST, OR HOW MUCH TO OTHERWISE CONTRIBUTE TO THE HOST.

*Fees.* The Company receives an administrative fee of 27% (the "Administrative Fee") of each Contribution of more than \$0 that a Guest makes to a Host, net of the \$4.00 per ride trust & safety fee (the "Trust & Safety Fee" and, together with the Administrative Fee, the "Payment Fees"). For the sake of clarity, the Administrative Fee is assessed on a Contribution after the assessment of the Trust & Safety Fee. Peer-to-Pier may change the Payment Fees as We deem necessary for our business. We encourage You to check this Agreement periodically if You are interested in keeping abreast of the rate of our Payment Fees.

*Refunds.* The full amount of the Contribution (including the Administrative Fee), is charged immediately following completion of such election to the Guest's authorized credit card and

transferred (less the Administrative Fee) to the Host. All payments made are non-refundable. This no-refund policy shall apply at all times regardless of a Your decision to terminate usage of the Application or Services, our decision to terminate Your usage, disruption caused to our Services either planned, accidental or intentional, or any other reason whatsoever.

*Promotional Offers.* The Company, at its sole discretion, may make available promotional offers with different features to any of Our customers. These promotional offers, unless made to You, shall have no bearing whatsoever on Your offer or contract.

*Host Cancellations.* If, as a Host, You cancel a BoatDay for which there are confirmed Guests within 24 hours of the scheduled departure of such BoatDay, the Company may apply penalties or consequences to You or Your Listing, including (i) publishing an automated review on Your Listing indicating that a reservation was cancelled, (ii) keeping the calendar for Your Listing unavailable or blocked for the dates of the cancelled booking, or (iii) imposing a cancellation fee of \$6.00 per confirmed Guest at the time of cancellation (the "Host Cancellation Fee"). Peer-to-Pier may change the Host Cancellation Fee as We deem necessary for our business. We encourage You to check this Agreement periodically if You are interested in keeping abreast of the rate of our Host Cancellation Fee.

In certain circumstances, the Company may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed booking made via the Application or Services. The Company may also determine, in its sole discretion, to refund to a Guest part or all of the amount charged to a Guest for participation on a BoatDay. You agree that the Company and the relevant Guest or Host will not have any liability for such cancellations or refunds.

*Guest Cancellations.* In the event that a Guest, who has been confirmed on a BoatDay by the Host of such BoatDay, cancels such confirmed participation within 24 hours prior to the scheduled departure of such BoatDay (in the time zone of the applicable BoatDay), such Guest agrees to pay a cancellation fee equivalent to the Contribution set by the Host for the subject BoatDay from which the Guest has cancelled (the "Guest Cancellation Fee"). Peer-to-Pier may change the Guest Cancellation Fee as We deem necessary for our business. We encourage You to check this Agreement periodically if You are interested in keeping abreast of the rate of our Guest Cancellation Fee.

*Damage Fee.* Guests are responsible for leaving the Registered Boat in the condition it was in when they arrived. Each Guest acknowledges and agrees that, as a Guest, You are responsible

for Your own acts and omissions and are also responsible for the acts and omissions of any non-Member individuals who You bring to the BoatDay. In the event that a Host reports to the Company that a Guest (or any non-Member individual who the Guest has brought to the BoatDay) has in any manner materially damaged the Host's Registered Boat ("a Damage Claim"), Guest agrees to pay a "Damage Charge" of either \$50, \$100 or \$300 depending on the extent of the damage (as determined by Peer-to-Pier in its sole discretion), which shall constitute full payment for Host's cost of repairing or cleaning the Registered Boat, or otherwise remediating the damage. After being notified of the Damage Claim and given (48) hours to respond, the payment will be charged to and taken from the credit card on file in Your BoatDay Account. The Damage Charge shall be transferred to Host less any applicable Fees or payment processing charges. Peer-to-Pier reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Charge. If We are unable to charge the credit card on file or otherwise collect payment from You, You agree to remit payment for any damage to the Registered Boat to the applicable Host or to Peer-to-Pier (if applicable).

In the event that a Host makes a Damage Claim against a Guest exceeding \$300 (an "Excessive Damage Claim"), and provides evidence of damage, including but not limited to photographs, Guest agrees to pay the cost of replacing the damaged items with equivalent items (as determined by Peer-to-Pier in its sole discretion). After being notified of the Excessive Damage Claim and given (48) hours to respond, the payment will be charged to and taken from the credit card on file in Your BoatDay Account. The Damage Charge shall be transferred to Host less any applicable Fees or payment processing charges. Peer-to-Pier reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Charge. If We are unable to charge the credit card on file or otherwise collect payment from You, You agree to remit payment for any damage to the Registered Boat to the applicable Host or to Peer-to-Pier (if applicable).

*Facilitation of Payments.* All Contributions and applicable fees shall be facilitated through Braintree Payment Solutions LLC, Peer-to-Pier's third-party payment processing service,

*Fee Changes.* The Company may change the fees for Our Services or Application, as We deem necessary for Our business. We encourage You to check back at Our website periodically if You are interested about how We charge for the Service or Application.

## Insurance



1. Excess Liability Coverage: Peer-to-Pier procures an excess insurance policy that provides each Host with excess passenger liability insurance of \$500,000.00 per occurrence (the “Excess Coverage”). The policy offers excess passenger liability protection over a Host's existing boat insurance while such Host is hosting Guest(s) on a BoatDay arranged through the Application. The Excess Coverage is limited to liability only and does not provide coverage for collision, comprehensive or wear and tear damage to a Host's Registered Boat. As with any boat insurance policy, additional insurance terms, limitations, and exclusions apply, including but not limited to:

- Excluding diving;
- Excluding overnight boating events;
- Excluding racing;
- Excluding the following craft or vessels:
  - Cigarette boats
  - Rigid inflatable boats
  - Jet Skis
  - Waverunners
  - Vessels whose design speed exceeds 40 knots
- Navigation: Miami, Ft. Lauderdale, Tampa, the Florida Keys, and surrounding markets with navigation limits of Inland and Coastal Waters of the continental US, not to exceed 12 miles offshore..
- Capacity: Coverage shall extend to a maximum of 15 Guests per BoatDay.

We do not procure insurance for, nor are We responsible for, personal belongings left in the Registered Boat by Host(s) or Guest(s).

THIS IS AN UNOFFICIAL SUMMARY OF PEER-TO-PIER'S MASTER INSURANCE POLICY AND MAY NOT ALWAYS BE UP-TO-DATE. NONE OF THE STATEMENTS IN THIS SECTION SHOULD BE INTERPRETED AS BINDING AND ARE PROVIDED FOR QUICK REFERENCE ONLY.

2. Private Boat Insurance. As an express condition of receiving access to the Application and the Services as a Host, and at receiving access to the Application and the Services as a Host, at Your sole expense, You agree to maintain current during the life of this Agreement, third-party boat insurance of the types and amounts specified as follows for every Registered Boat used to host BoatDays under this Agreement:

Each Host shall have and maintain their own protection and indemnity, including passenger liability, with minimum limits of \$300,000 any once accident or occurrence with an A.M. Best rated carrier, for the operation of such Host's Registered Boat to cover any anticipated losses related to such Host's BoatDays shared with Guests.

You acknowledge that it is Your responsibility to insure that Your insurance policy provides coverage for the usage of Your Registered Boat as provided hereunder. If You have any questions or concerns about the scope or applicability of Your insurance coverage, it is Your responsibility, not Peer-to-Pier's, to resolve them. You acknowledge that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this Agreement and shall result in the denial of Excess Coverage, immediate suspension of the Agreement and loss of Your right to use Your Registered Boat as provided hereunder.

## Term and Termination

This Agreement is effective upon use of the Application or the Services for new Users and upon the posting dates of any subsequent amendments to this Agreement for all current Users. You may terminate Your participation in the Services at any time, for any reason upon receipt by Us of Your written or email notice of termination. Either You or We may terminate Your participation in the Application by removing Your Information at any time, for any or no reason, without explanation, effective upon sending written or email notice to the other party. Upon such termination, We will remove all of Your information from Our servers, though We may retain an archived copy of records We have about You as required by law or for legitimate business purposes. We maintain sole discretion to bar Your use of the Services or Application in the future, for any or no reason. Even after Your participation in the BoatDay Platform is terminated, this Agreement will remain in effect.

## Your Information

Your Information is any information You provide, publish or display ("post") to the Application or send to other Users in the registration or in any public message area (including, but not limited to the feedback section) or through any email feature ("Your Information"). Your Information will be stored on computers. You consent to Us using Your Information to create a User account that will allow You to participate in the Services. You are solely responsible for Your Information and Your interactions with other people in the public, and We act only as a passive conduit for Your online posting of Your Information. When You use the Application and Services, You agree

to provide accurate, current and complete information as prompted by Our registration forms and to maintain and timely update Your Information to keep it accurate, current and complete at all times during the term of the Agreement. You agree that We and other people of the public may rely on Your Information as accurate, current and complete. You acknowledge that if Your Information is untrue, inaccurate, not current or incomplete in any respect, We have the right to terminate this Agreement and Your use of the Services.

By accepting this Agreement, a Host agrees that We may obtain information about the Host, including without limitation the Host's driving record, criminal history, references and credit information. A Host hereby authorizes Us to perform a background check on Host, and further agrees to provide any necessary authorization to facilitate Our access to the Host's official driving record, references and credit information during the term of the Agreement.

## Social Media and Networking Sites

As part of the functionality of the Application, You may be able to login through online accounts You may have with third party service providers (each such account, a "Third Party Account") by either:

1. providing Your Third Party Account login information through the Application; or
2. allowing the Application 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 that You are entitled to disclose Your Third Party Account login information to the Company and/or grant the Company 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 the Company to pay any fees or making the Company subject to any usage limitations imposed by such third party service providers. By granting the Company access to any Third Party Accounts, You understand that

1. The Company may access, make available and store (if applicable) any content that You have provided to and stored in Your Third Party Account (the "SNS Content") so that it is available on and through the Application via Your account, including without limitation any friend, contacts or following/followed lists; and
2. The Company may submit and receive additional information to Your Third Party Account as indicated herein.

Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be Your Information and Your Content for purposes of this Agreement. 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 may be available on and through the Application. Please note that if a Third Party Account or associated service becomes unavailable or the Application's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Application. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. The Company makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and the Company is not responsible for any SNS Content.

## Representations and Warranties

### A. User Representations and Warranties

By using the Application or Service, You expressly represent and warrant that You are legally entitled to enter this Agreement. If You reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into agreements such as this one due to age, You must abide by such age limits and You must not use the Application and Service. Without limiting the foregoing, the Service and Application is not available to children (persons under the age of 18). By using the Application or Service, You represent and warrant that You are at least 18 years old. By using the Application or the Service, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. Your participation in using the Service and/or Application is for Your sole, personal use. You may not authorize others to use Your user status, and You may not assign or otherwise transfer Your user account to any other person or entity. When using the Application or Service You agree to comply with any and all applicable laws and regulations, and are solely responsible for compliance with any and all laws, rules, regulations that may apply to Your use of the Application and Services. We reserve the right, but are not obligated to investigate and terminate Your participation in the Application and Services if You have misused the Application or the Services, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal.

1. With respect to Your participation on the Application or through the Services, You agree that You will not:
  - i. Impersonate any person or entity;
  - ii. “Stalk” or otherwise harass any person;
  - iii. Express or imply that any statements You make are endorsed by Us, without Our specific prior written consent;
  - iv. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Services or its contents;
  - v. post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
  - vi. remove any copyright, trademark or other proprietary rights notices contained in the Service;
  - vii. interfere with or disrupt the Services or the Application or the servers or networks connected to the Services or the Application;
  - viii. post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - ix. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service;
  - x. “frame” or “mirror” any part of the Service, without Our prior written authorization or use meta tags or code or other devices containing any reference to Us or the Services or the Application in order to direct any person to any other web site for any purpose; or
  - xi. modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Services or any software used on or for the Services or cause others to do so.

2. You further agree that Your Information and Your interactions on the Application shall not:

- i. be false, inaccurate or misleading (directly or by omission or failure to update information);
- ii. infringe any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- iii. violate any law, statute, ordinance or regulation;
- iv. be defamatory, trade libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or illegal material;
- v. contain any offensive anatomical or sexual references, or offensive sexually suggestive or connotative language;
- vi. include in Your Information any telephone numbers, street addresses, last names, URL's or E-mail addresses other than where explicitly asked for it in the Your registration and profile section;
- vii. contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- viii. create liability for Us or cause Us to become subject to regulation as a transportation carrier or provider of boat charter services; or
- ix. link directly or indirectly to any other web sites. You further agree that You will not transfer, use, or sell Your account and/or ID to any another party. We reserve the right, but We have no obligation, to reject any Participant that does not comply with these prohibitions.

The Company has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

**B. Host Specific Representation and Warranties.**

By using the Application and the Services, a Host represents, warrants and agrees that:

- Such Host is at least 23 years of age.

- Such Host possesses a valid driver's license and is authorized to operate a motor vehicle and has all appropriate licenses, approvals and authority to provide boat transportation to third parties in all jurisdictions in which such Host uses the Services.
- Such Host owns, or has the legal right to operate, the Registered Boat such Host uses when accepting Guests onto listed BoatDays, and such Registered Boat is in good operating condition and meets the industry safety standards, all applicable statutory and state department of motor vehicle requirements, and all requirements contained in this Agreement, for a boat of its kind.
- Such Host is named or scheduled on the insurance policy covering the Registered Boat such Host uses when accepting Guests.
- Such Host has and will maintain current a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements), and in all minimum amounts required in this Agreement, for the operation of such Host's Registered Boat to cover any anticipated losses related to such Host's use of the Application or Services.
- Such host will not operate such Host's Registered Boat(s) under the influence of any substance, and Host agrees to submit to drug/alcohol testing 24 hours of Peer-to-Pier's request.
- Such Host will be solely responsible for any and all liability which results from or is alleged as a result of the operation of the Registered Boat such Host uses to transport Guests, including, but not limited to personal injuries, death and property damages.
- In the event of a boat accident such Host will be solely responsible for compliance with any applicable statutory or department of motor vehicle requirements, and for all necessary contacts with such Host's insurance carrier.
- Such Host will obey all state and federal laws related to the matters set forth herein, and will be solely responsible for any violations of such laws, and agrees to be solely liable for tickets, citations, fines, and/or other violations that occur during the BoatDay, and all fees resulting from such violations.
- Such Host will not make any misrepresentation regarding the Company, the Application, the Services or such Host's status as a Host, offer or provide boat transportation, boating events, or boating activities for non-private pleasure use, such as a public carrier or charter service, charge for rides, events, activities or otherwise seek non-voluntary

compensation from Guests or engage in any other activity in a manner that is inconsistent with such Host's obligations under this Agreement.

- Such Host shall not tow nor transport merchandise or engage in any trade, nor participate in any race or contest of speed.
- Such Host will not use a Registered Boat to carry any "Passenger for Hire", defined as a passenger for whom an economic benefit, inducement right or profit, including pecuniary payment accruing to an individual, person or entity (but not including voluntary sharing of the actual expenses of the voyage by monetary contribution or donation) is contributed as a condition of carriage on the Registered Boat.
- Such Host will confine use of a Registered Boat to the navigational territory as shown in the Host's required insurance policy applicable to such Registered Boat. Notwithstanding the foregoing, such Host will not transport a Guest on any BoatDay arranged through the Application more than 12 miles off shore, if applicable.
- Such Host will not accept more than 15 Guests per BoatDay.
- Such Host will not use such Host's Registered Boat in connection with parasailing, kiteskiing or any similar activity.
- Such Host will only accept Guests through the Application and Services using the Registered Boat that has been reported to and registered on the Application by the Company.
- Such Host will not allow any other User or individual to operate the Registered Boat, other than a licensed captain pre-approved by Peer-to-Pier, with such captain either (1) named or scheduled on the insurance policy for such Host's Registered Boat, or (2) providing Peer-to-Pier, at the Company's sole discretion, with adequate proof of possession, by such captain, of professional insurance meeting the minimum insurance requirements applicable to Hosts under this Agreement (a "Captain").
- Host shall Comply with any and all requirements set forth by Peer-to-Pier relating to the disclosure of a Captain on such Host's Listing, and will be solely responsible for any and all liability (including, but not limited to personal injuries, death and property damages) which results from or is alleged as a result of the operation of the Registered Boat used to transport Guests by a Captain, or as a result of a Captain's failure to comply with all terms and conditions applicable to Hosts under this Agreement.



- Such Host will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation.

The Company has the right to investigate and prosecute violations of any of the above to the fullest extent of the law.

## Proprietary Rights

The Company owns and retains ownership in Application, and all intellectual property therein. Contingent upon Your compliance with the terms and conditions of this Agreement, the Company hereby grants to You a limited, non-transferable, non-exclusive, non-assignable, revocable license to use the Application on:

any iPhone or iPod touch that You own or control and as permitted by the Usage Rules set forth in Section 9.b. of the [App Store Terms and Conditions](#) (the “Usage Rules”).

This license does not allow You to use the Application on any iPod touch, or iPhone that You do not own or control, and You may not distribute or make the Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Application. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of the rights of Peer-to-Pier and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Peer-to-Pier that replace and/or supplement the Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

You warrant and represent to Us that Your Information is posted by You and that You are the sole author of Your Information. To enable the Application to use Your Information without violating any rights You might have in such information, You automatically grant, and You represent and warrant that You have the right to grant, to Us and other Participants, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights You have in Your Information and Your Content, and to use, copy, perform, display and distribute such information and content

and to prepare derivative works of, or incorporate into other works, such information and content, in any media now known or not currently known, with respect to Your Information. The Company will only use Your Information and Content in accordance with Our Privacy Policy (as contained herein). You may remove Your Content or Your Information from the Application at any time. If You choose to remove Your Content or Your Information, the license granted above will automatically expire, however You acknowledge that the Company may retain archived copies of Your Content. Peer-to-Pier does not assert any ownership over Your Content; rather, as between Us and You, subject to the rights granted to Us in this Agreement, You retain full ownership of all of Your Content and any intellectual property rights or other proprietary rights associated with Your Content. In addition, other Participants may post copyrighted information on the Application, which has copyright protection whether or not it is identified as copyrighted. Except for that information which is in the public domain or for which You have been given permission, You will not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information of other Participants on the Application.

## Third Party Interactions

During use of the Application and Service, You may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Application or Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between You and the applicable third-party. The Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between You and any such third-party. The Company does not endorse any sites on the Internet that are linked through the Service or Application, and in no event shall the Company or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. The Company provides the Application and Service to You pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of goods and/or services may require Your agreement to additional or different terms and conditions prior to Your use of or access to such goods or services, and the Company disclaims any and all responsibility or liability arising from such agreements between You and the third party providers.

You acknowledge and agree that the Company is not responsible or liable for: (i) the availability or accuracy of such third party resources or content; or (ii) the products, or services on or available from such third party websites or resources. You acknowledge sole responsibility for

and assume all risk arising from Your use of any such websites or resources or the content, products or services on or available from such websites or resources.

The Company may rely on third party advertising and marketing supplied through the Application or Service and other mechanisms to subsidize the Application or Service. By agreeing to these terms and conditions You agree to receive such advertising and marketing. If You do not want to receive such advertising You should notify us in writing. The Company reserves the right to charge You a higher fee for the Service or Application should You choose not to receive these advertising services. This higher fee, if applicable, will be posted on the Company's website located at <http://www.boatdayapp.com>. The Company may compile and release information regarding You and Your use of the Application or Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is Your responsibility to take reasonable precautions in all actions and interactions with any third party You interact with through the Service.

Some portions of the Application implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to Google's terms of use, located at, [http://www.google.com/intl/en\\_us/help/terms\\_maps.html](http://www.google.com/intl/en_us/help/terms_maps.html).

## Information Control

Location data provided by the Application is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither the Company, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by the Services.

Any of Your Information, including geolocational data, You upload, provide, or post on the Application may be accessible to certain Users of the Application. We cannot verify or guarantee the accuracy of the information Users provide Us on the Application, and We do not control the information provided by other Users that is made available through Our system. Therefore, the Company cannot and does not confirm each User's purported identity. You may find other User's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Application. Please note that there are also risks of dealing with underage persons or people acting under false pretense. By using the Application and Services, You agree to accept such risks and the Company is not responsible for the acts

or omissions of users on the Application. In order to help You evaluate with whom You are dealing, the Company can link to a User's Facebook.com profile if they supply Us with their Facebook.com account information. We also encourage You to communicate directly with each potential Host or Guest through the Services prior to engaging in an arranged BoatDay.

## BoatDay E-mail and Text Communications

E-mail communications and text messages sent from Us or through Us are designed to make Your experience more efficient. By becoming a Participant, You specifically agree to accept and consent to receiving e-mail communications and text messages initiated from Us or through Us, which include, without limitation: message notification e-mails, e-mails or text messages informing You about potential available Hosts or Guests, e-mails informing You of promotions We run, and emails informing You of new and existing features We provide. Standard text messaging charges applied by Your cell phone carrier will apply to text messages We send. If You change Your mobile phone service provider, the notification service may be deactivated for Your phone number and You may need to re-enroll in the notification service. The Company reserves the right to cancel the notification service at any time. If You do not wish to receive any of our e-mail communications or text messages, please do not use the Services.

## Intellectual Property

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Application and the Services. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Application or the Services ("Submissions"), provided by You to Us are non-confidential and shall become the sole property of the Company. Peer-to-Pier shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to You. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Application or the Service, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Application and Service are trademarks of the Company or third parties, and no right or license is granted to use them.

## Indemnity

By entering into this Agreement and using the Application or Service, You agree that You shall defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, Users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) Your violation or breach of any term of this Agreement, any documents incorporated herein by reference, or any applicable law or regulation, whether or not referenced herein; (b) Your violation of any rights of any third party, including, but not limited to, Hosts, Guests, other motorists, or any providers of services arranged via the Service or Application, (c) any allegations that any materials that You submit to Us or transmit to the Services or to Us infringe on or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party, (d) Your ownership, use or operation of a motor vehicle or passenger vehicle, including Your provision of rides to Guests, and/or (e) Your use or misuse of the Application or Service. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

## Online Content Disclaimer

Opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not guarantee the accuracy, completeness, or usefulness of any information on the Services and neither do We adopt nor endorse nor are We responsible for the accuracy or reliability of any opinion, advice, or statement made by parties other than Us. Under no circumstances will We be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Services, or transmitted to participants. We reserve the right, but We have no obligation, to monitor the materials posted in the public areas of the Services. Notwithstanding this right, You remain solely responsible for the content of the photos, profiles (including Your name, image, and likeness), messages, notes, text, information, music, video, advertisements, listings, and other content (the "Content") that You post in the public areas of the Services and in Your private e-mail messages. We shall have the right to remove any such material that in Our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of

Users or others. E-mails sent between You and other participants that are not readily accessible to the general public will be treated by Us as private to the extent required by applicable law.

The Application contains (or You may be sent through the Application or the Services) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Us, and We are not responsible for any Third Party Sites accessed through the Application or any Third Party Applications, Software or Content posted on, available through or installed from the Application, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by Us. If You decide to leave the Application and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, You do so at Your own risk and You should be aware that Our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any web site to which You navigate from the Application or relating to any applications You use or install from the Application.

## Other Disclaimers

We, Our subsidiaries, officers, directors, employees and our suppliers provide the Application and the Services on an "as is" basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Application and/or the Services. We, Our subsidiaries, officers, directors, employees and Our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to You. This warranty gives You specific legal rights and You may also have other legal rights that vary from state to state. We do not warrant that Your use of the Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet Your requirements, that any defects in the Services will be corrected, or that the Services are free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and

availability. We cannot guarantee that each User is at least the required minimum age, nor do We accept responsibility or liability for any content, communication or other use or access of the Application or the Services by persons under the age of 18 in violation of this Agreement. We are not responsible or liable in any manner for any Content posted on the Application or in connection with the Service, whether posted or caused by Users of the Application, by Peer-to-Pier, by third parties or by any of the equipment or programming associated with or utilized in the Application or the Services. Although We provide rules for User conduct and postings, We do not control and are not responsible for what Users post, transmit or share on the Application and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content You may encounter on the Application or in connection with any Content. Peer-to-Pier is not responsible for the conduct, whether online or offline, of any user of the Application or Services. It also is possible for others to obtain personal information about You due to Your use of the Application or the Services, and that the recipient may use such information to harass or injure You. We are not responsible for the use of any personal information that You disclose on the Application or through the Services.

You are solely responsible for Your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between You and other Users. Please carefully select the type of information that You post on the Application or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Participants or Users (including unauthorized users, or “hackers”). Peer-to-Pier only offers a venue that enables Hosts and Guests to match with each other. Peer-to-Pier does not offer transportation or boat charter services and Peer-to-Pier is not a transportation or boat charter company. We are not involved in the actual transportation, boating events, or boating activities provided by Hosts to Guests. As a result, We have no control over the quality or safety of the transportation that occurs as a result of the Service; nor do We have any control over the truth or accuracy of the of Participants' information listed on the Application. We cannot ensure that a Host or Guest is who he or she claims to be or that a Host or Guest will actually complete an arranged service. We reserve the right to change any and all Content, software and other items used or contained in the Application and the Services at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Peer-to-Pier or the Application.

The Application and the Services may be temporarily unavailable from time to time for maintenance or other reasons. Peer-to-Pier assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. Peer-to-Pier is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet, on the Application, on any web site or any combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Services.

## Limitation of Liability

IN NO EVENT WILL WE, OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR OUR SUPPLIERS, BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY OUR SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE APPLICATION, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS A RESULT, WE WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL AND/OR CONSEQUENTIAL, ARISING OUT OF THE USE OF BOATDAY OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, TO DAMAGES ARISING OUT OF COMMUNICATING AND/OR MEETING WITH OTHER PARTICIPANTS OF BOATDAY OR THE SERVICES, OR INTRODUCED TO YOU VIA PEER-TO-PIER OR THE BOATDAY PLATFORM OR THE SERVICES. SUCH DAMAGES INCLUDE, WITHOUT LIMITATION, PHYSICAL DAMAGES, BODILY INJURY, DEATH AND OR EMOTIONAL DISTRESS AND DISCOMFORT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY, AND THE LIABILITY OF OUR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$100. CERTAIN STATE LAWS DO NOT ALLOW



LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Peer-to-Pier has no responsibility whatsoever for the actions or conduct of Hosts or Guests. Peer-to-Pier has no obligation to intervene in or be involved in any way in disputes that may arise between Hosts, Guests, or third parties. Responsibility for the decisions You make to host or join a BoatDay as a Guest rest solely with You. It is each Guest and Host's responsibility to take reasonable precautions in all actions and interactions with any party they may interact with through use of the services. Peer-to-Pier may but has no responsibility to screen or otherwise evaluate potential Hosts, Guests or Users. Users understand and accept that Peer-to-Pier has no control over the identity or actions of the Guests and Hosts, and Peer-to-Pier requests that users exercise caution and good judgment when using the services. Hosts and Guests use the services at their own risk.

## Release

In the event that You have a dispute with one or more Users, You agree to release Peer-to-Pier (and Our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes with other Users or to Your use of the Application or the Services. If You are a California resident, You waive California Civil Code Section 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."

## Breach

Without limiting other remedies, We may terminate Your Participation, remove Your Information, warn Our community of Your actions, issue a warning, and refuse to provide Our services to You if:

1. You breach this Agreement or the documents it incorporates by reference;
2. We are unable to verify or authenticate any information You provide to Us;

3. We believe that Your actions may cause financial loss or legal liability for You, Our users or Us, or subject Peer-to-Pier or You or any other User to regulation by any state or local government or regulatory agency; or
4. if We suspect that You have engaged in fraudulent activity in connection with the Application or the Services.

## Disputes and Legal Claims

You and We agree that any legal disputes or claims arising out of or related to the Agreement (including but not limited to the use of the Application and/or the Services, or the interpretation, enforceability, revocability, or validity of the Agreement, or the arbitrability of any dispute) (collectively, the “Disputes”), that cannot be resolved informally, shall be submitted to binding arbitration in the Miami-Dade County, Florida, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights.. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules, or as otherwise mutually agreed by You and Peer-to-Pier. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. You and We agree that any claim, action or proceeding arising out of or related to the Agreement must be brought in Your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. YOU ACKNOWLEDGE AND AGREE THAT YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both You and Company otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Disputes and Legal Claims” section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.)

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Florida and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless You and Company otherwise agree, the arbitration will be conducted in Miami-Dade County, Florida. If Your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents You and Company submit to the arbitrator, unless You request a hearing or the arbitrator determines that a hearing is necessary. If Your claim exceeds \$10,000, Your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable.

## Privacy

We do not sell or rent Your Information to third parties for their marketing purposes without Your explicit consent and We only use Your information as described in the Privacy Policy. We view protection of Users' privacy as a very important community principle. We understand clearly that You and Your information is one of Our most important assets. We store and process Your information on computers located in the United States that are protected by physical as well as technological security devices. If You object to Your Information being transferred or used in this way, please do not use or access Our Services.

## Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Peer-to-Pier's business, operations and properties ("Confidential Information") disclosed to You by Peer-to-Pier for Your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Peer-to-Pier in order to prevent it from falling into the public domain. Notwithstanding the above, You shall not have liability to Peer-to-Pier with regard to any Confidential Information which You can prove: was in the public domain at the time it was disclosed by Peer-to-Pier or has entered the public domain through no fault of Yours; was known to You, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Peer-to-Pier; becomes known to You, without restriction, from a source other than Peer-to-Pier without breach of this Agreement by You and otherwise not in violation of Peer-to-Pier's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Peer-to-Pier to enable Peer-to-Pier to seek a protective order or otherwise prevent or restrict such disclosure.

## Notice

Except as explicitly stated otherwise, any notices to Peer-to-Pier shall be given by certified mail, postage prepaid and return receipt requested to Peer-to-Pier Technologies, LLC. 218 S.E. 14<sup>th</sup> St., Apt. 1001, Miami, FL 33131, and any notices to You shall be provided to You through the Application or given to You via the email address You provide to Peer-to-Pier during the registration process. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, We may give You notice by certified mail, postage prepaid and return receipt requested, to the address provided to Peer-to-Pier during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing. To resolve a complaint regarding the Service, You should first contact Our Customer Service Department by email at [support@boatdayapp.com](mailto:support@boatdayapp.com).

## Assignment

This Agreement may not be assigned by You without the prior written approval of the Company but may be assigned without Your consent by the Company to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

## General

No joint venture, partnership, employment, or agency relationship exists between You, the Company or any third party provider as a result of this Agreement or use of the Service or Application. This Agreement shall be governed by the laws of the State of Florida without regard to choice of law principles. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Peer-to-Pier, in Our sole discretion in accordance with the “Notices” section of this Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by You or others does not waive Our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between the User and Peer-to-Pier with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Sections referring to Services, Licenses, Liability Limits, Indemnity, and Resolution of Disputes shall survive any termination or expiration of this Agreement.

## Contacting Peer-to-Pier

If You have any questions about this privacy statement, the practices of Peer-to-Pier, or Your dealings with Peer-to-Pier, You may contact Us at [support@boatdayapp.com](mailto:support@boatdayapp.com).

# BOATDAY PRIVACY POLICY

effective December 15, 2014

Your privacy is of paramount importance to Peer-to-Pier Technologies, LLC. This Privacy Policy explains how We collect, use, share and protect information about You. We also provide information regarding how You can access and update Your information and make certain choices about how Your information is used.

The Privacy Policy covers both our “online” (e.g., web and mobile services, including any web sites operated by Us such as [www.boatdayapp.com](http://www.boatdayapp.com), mobile applications, however accessed and/or used, whether via personal computers, mobile devices or otherwise) and “offline” (e.g., collection of data through mailings, telephone, or in person) activities owned, operated, provided, or made available by the Company through the Service or Application. This Privacy Policy also applies to Your use of interactive features or downloads that: (i) We own or control; (ii) are available through the Services; or (iii) interact with the Services and post or incorporate this Privacy Policy.

BY USING OUR SERVICES OR BY OTHERWISE GIVING US YOUR INFORMATION, YOU AGREE TO THE TERMS OF THIS PRIVACY POLICY. Please review the following carefully so that You understand our privacy practices. If You do not agree to this Privacy Policy, do not use any of our Services or give Us any of Your information. In addition, please review our Terms and Conditions which may apply to Your use of our Service and Application. This Privacy Policy is incorporated by reference into the applicable Terms and Conditions.

If You have questions about this Privacy Policy, please contact Us at [support@boatdayapp.com](mailto:support@boatdayapp.com).

## INFORMATION WE COLLECT

### *1. INFORMATION YOU PROVIDE TO US*

Personal Information. In order to operate the Services, and to provide You with information about product or services that may be of interest to You, We may ask You to provide Us with information that could reasonably be used to identify You personally (without using the Services), such as Your full name, e-mail address and mobile number (“Personal Information”), as well as additional information that is not Personal Information, which may include, but is not limited to, zip code, hometown, gender, username, browsing history information and registering history information (“Demographic Information”). We may collect this information through various forms and in various places through the Services, including account registration forms, contact forms, or when You otherwise interact with Us.

We will also collect the contact information of Your friends if You connect Your contacts and address book information with BoatDay and Your login credentials to Your social network accounts, such as Facebook. You represent and warrant that You have the authority to provide Us with any such contact information.

Please note that because our Services are not directed toward minors, no one under 18 (and certainly no children under 13) are allowed to register with or use the Services. We do not knowingly collect personal information from anyone under the age of 18. If We discover that We have collected personal information from a person under 18, We will delete such information immediately.

## *2. INFORMATION WE COLLECT AS YOU ACCESS AND USE OUR SERVICES*

In addition to any Personal Information, Demographic Information, other information that You choose to submit to Us, We and our third-party service providers may use a variety of technologies that automatically (or passively) collect certain information whenever You visit or interact with the Services or Application ("Usage Information"). This Usage Information may include credit/debit card information, the browser that You are using, the URL that referred You to our Services, all of the areas within our Services that You visit, and the time of day, among other information. We may use Usage Information for a variety of purposes, including to enhance or otherwise improve the Services. In addition, We may collect Your IP address or other unique identifier ("Device Identifier") for Your computer, mobile or other device used to access the Services (any, a "Device"). A Device Identifier is a number that is automatically assigned to Your Device used to access the Services, and our computers identify Your Device by its Device Identifier. Usage Information may be non-identifying or may be associated with You. Whenever We associate Usage Information or a Device Identifier with Your Personal Information, We will treat it as Personal Information.

In addition, tracking information may be collected as You navigate through our Services, including, but not limited to geographic areas. We collect this information for various purposes – including to provide You with customer support, to send You promotions and offers, to enhance our Services, and for our internal business purposes. We may also have features that allow You to share this information with other people (such as Your family, friends or colleagues) if You choose.

## *3. INFORMATION THIRD PARTIES PROVIDE ABOUT YOU*

We may, from time to time, supplement the information We collect about You through our web site or Mobile Application with outside records from third parties in order to enhance our ability to serve You, to tailor our content to You and to offer You opportunities to utilize products or services that We believe may be of interest to You. We may combine the information We receive from those sources with information We collect through the Services. In those cases, We will apply this Privacy Policy to any Personal Information received, unless We have disclosed otherwise.

#### *4. INFORMATION YOU PROVIDE ABOUT A THIRD PARTY*

If You choose to use Our Services to tell a friend about our Services, We may ask You for Your friend's name and email address. We may automatically send Your friend a one-time email invitation to utilize the Services. We store this information for the sole purpose of sending this one-time invitation and tracking the success of our referral program, and do not use this information for any other marketing purpose unless We obtain consent from that person or We explicitly say otherwise. Please be aware that when You use any send-to-a-friend functionality through our Services, Your e-mail address may be included in the communication sent to Your friend.

#### *5. INFORMATION COLLECTED BY MOBILE APPLICATIONS*

Our Services are primarily provided through the Application. You agree that We may collect and use technical data and related information, including but not limited to, technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to such Applications.

With respect to geo-location data We track through Your Mobile Device, We use that geo-location information for various purposes – including for You to be able to view users of the Services in Your area, that are close to Your location, to send You promotions and offers, and to allow You (if You choose through any features We may provide) to share this information with other people. Except as otherwise permitted in this Privacy Policy, We will not share this information with third parties for any purpose and will only use this information for the sole purpose of providing You with the ability to utilize the Services via the Application.

Personal Information may also be collected and shared with third-parties if there is content from the Application that You specifically and knowingly upload to, share with or transmit to an email recipient, online community, website, or to the public, e.g. uploaded photos, posted reviews or comments, or information about You or Your use of the Services that You choose to share with



others through features which may be provided in the Services. This uploaded, shared or transmitted content will also be subject to the privacy policy of the email, online community website, social media or other platform to which You upload, share or transmit the content.

## HOW WE USE THE DATA COLLECTED

### *1. PERSONAL INFORMATION*

Our primary goal in collecting Your Personal information or Usage Information is to provide You with an enhanced experience when using the Services. We use Your personal information to contact You in connection with Your use of the Services, including to send You strictly service-related announcements on rare occasions when it is necessary to do so.

For instance, if our Services are temporarily suspended for maintenance, We might send You an email. Generally, You may not opt-out of these communications, which are not promotional in nature. If You do not wish to receive them, You have the option to deactivate Your account.

In addition, We may use Your Personal Information or: (1) to provide You with information or services or process transactions that You have requested or agreed to receive including to send You electronic newsletters, or to provide You with special offers or promotional materials on behalf of Us or third parties; (2) to process Your registration with the Services, including verifying Your information is active and valid; (3) to improve the Services or our services, to customize Your experience with the Services, or to serve You specific content that is most relevant to You; (4) to enable You to participate in a variety of the Services' features such as contests or other promotions; (5) to contact You with regard to Your use of the Services and, in our discretion, changes to the Services and/or the Services' policies; (6) for internal business purposes; (7) for inclusion in our data analytics; and (8) for purposes disclosed at the time You provide Your information or as otherwise set forth in this Privacy Policy.

### *2. OTHER INFORMATION*

We use Your Demographic Information and Usage Information to closely monitor which features of the Services are used most, and to determine which features We need to focus on improving, including usage patterns and geographic locations to determine where We should offer or focus services, features and/or resources.

We use the information collected from our Application so that We are able to serve You the correct app version depending on Your device type, for troubleshooting and in some cases, marketing purposes. The credit card information You provide in Your personal profile is not

stored by Us, but is stored and used by our third party credit card processors in order for them to process payment that You owe third parties for services received by You.

We use Your Internet Protocol (IP) address to help diagnose problems with our computer server, and to administer our web site(s). Your IP address is used to help identify You, but contains no personal information about You.

## DISCLOSURE OF INFORMATION TO THIRD PARTIES

We may share non-personally identifiable information, such as aggregated user statistics and log data, with third parties for industry analysis, demographic profiling, to deliver targeted advertising about other products or services, or for other business purposes. We do not sell, share, rent or trade the information We have collected about You, including Personal Information, other than as disclosed within this Privacy Policy or at the time You provide Your information. We do not share Your Personal Information with third parties for those third parties' direct marketing purposes unless You consent to such sharing at the time You provide Your Personal Information.

### *1. WHEN YOU AGREE TO RECEIVE INFORMATION FROM THIRD PARTIES.*

You may be presented with an opportunity to receive information and/or marketing offers directly from third parties. By purchasing, or registering or making reservations for, products or services offered or sponsored by third parties in connection with our Services, or electing to receive communications (such as emails or material by mail) or electing to participate in contests, sweepstakes or other programs (such as discount or rewards programs), offered or sponsored by third parties, You consent to our providing Your Personal Information to those third parties. Those third parties may use Your Personal Information in accordance with their own privacy policies. You will need to contact those third parties to instruct them directly regarding Your preferences for the use of Your Personal Information by them. Additionally, You agree that We may use and disclose all such information so submitted to such third parties in the same manner in which We are entitled to use and disclose any other information You submit to Us.

Any third party with whom We are allowed to share Your Personal Information is authorized to use Your Personal Information in accordance with our contractual arrangements with such third parties and in accordance with their own privacy policies, over which We have no control, and You agree that We are not responsible or liable for any of their actions or omissions. Those who

contact You will need to be instructed directly by You regarding Your preferences for the use of Your personal information by them.

If You do agree to have Your Personal Information shared, Your Personal Information will be disclosed to such third parties and all information You disclose will be subject to the privacy policy and practices of such third parties. We are not responsible for the privacy policies and practices of such third parties and, therefore, You should review the privacy policies and practices of such third parties prior to agreeing to receive such information from them. If You later decide that You no longer want to receive communication from a third party, You will need to contact that third party directly.

## *2. THIRD PARTIES PROVIDING SERVICES ON OUR BEHALF.*

We use third party companies and individuals to facilitate our Services, provide or perform certain aspects of the Services on our behalf – including third-parties to host the Services, design and/or operate the Services' features, track the Services' analytics, process payments, engage in anti-fraud and security measures, provide customer support, provide geo-location information to our drivers, enable Us to send You special offers, perform technical services (e.g., without limitation, maintenance services, database management, web analytics and improvement of the Services' features), or perform other administrative services. We may provide these vendors with access to User information, including Personal Information. This information sharing is limited to only the information needed by the vendor to carry out the services they are performing for You or for Us. Each of these vendors are obligated not to disclose or use Personal Information for any other purpose.

We use a third party hosting provider who hosts the support section of Our website. Information collected within this section of our web site is governed by our Privacy Policy.

## *3. CO-BRANDED SERVICES.*

Certain aspects of the Services may be provided to You in association with third parties ("Co-Branded Services") such as sponsors and charities, and may require You to disclose Personal Information to them. Such Co-Branded Services will identify the third party. If You elect to register for products and/or services through the Co-Branded Services, You may be providing Your information to both Us and the third party. Further, if You sign-in to a Co-Branded Service with a username and password obtained through our Services, Your Personal Information may be disclosed to the identified third parties for that Co-Branded Service and will be subject to their posted privacy policies.

#### *4. CONTESTS AND PROMOTIONS.*

We may offer contests and other promotions (any, a “Promotion”) through the Services that may require registration. By participating in a Promotion, You are agreeing to official rules that govern that Promotion, which may contain specific requirements of You, including, allowing the sponsor of the Promotion to use Your name, voice and/or likeness in advertising or marketing associated with the Promotion. If You choose to enter a Promotion, Personal Information may be disclosed to third parties or the public in connection with the administration of such Promotion, including, in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion’s official rules, such as on a winners list.

#### *5. ADMINISTRATIVE AND LEGAL REASONS.*

We cooperate with government and law enforcement officials and private parties to enforce and comply with the law. Thus, We may access, use, preserve, transfer and disclose Your information (including Personal Information), including disclosure to third parties such as government or law enforcement officials or private parties as We reasonably determine is necessary and appropriate: (i) to satisfy any applicable law, regulation, subpoenas, governmental requests or legal process; (ii) to protect and/or defend the Terms and Conditions for online and mobile Services or other policies applicable to any online and mobile Services, including investigation of potential violations thereof; (iii) to protect the safety, rights, property or security of the Company, our Services or any third party; (iv) to protect the safety of the public for any reason; (v) to detect, prevent or otherwise address fraud, security or technical issues; and/or (vi) to prevent or stop activity We may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity. Further, We may use IP address or other Device Identifiers, to identify users, and may do so in cooperation with third parties such as copyright owners, internet service providers, wireless service providers and/or law enforcement agencies, including disclosing such information to third parties, all in our discretion. Such disclosures may be carried out without notice to You.

#### *6. BUSINESS TRANSFER.*

We may share Your information, including Your Personal Information and Usage Information with any parent, subsidiaries and affiliates of Peer-to-Pier for internal reasons. We also reserve the right to disclose and transfer all such information: (i) to a subsequent owner, co-owner or operator of the Services or applicable database; or (ii) in connection with a corporate merger, consolidation, restructuring, the sale of substantially all of our membership interests and/or assets or other corporate change, including, during the course of any due diligence process.

## PUBLICLY DISCLOSED INFORMATION

### *1. USER GENERATED CONTENT AND PUBLIC INFORMATION.*

The Services may offer publicly accessible blogs or community forums or other ways to permit You to submit ideas, photographs, user profiles, writings, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions or other content, including Personal Information (collectively, "User Content"). We or others may reproduce, publish, distribute or otherwise use User Content online or offline in any media or format (currently existing or hereafter developed). Others may have access to this User Content and may have the ability to share it with third parties across the Internet. You should be aware that any User Content You provide in these areas may be read, collected, and use by others who access them. Thus, please think carefully before deciding what information You share, including Personal Information, in connection with Your User Content. Please note that Company does not control who will have access to the information that You choose to make public, and cannot ensure that parties who have access to such publicly available information will respect Your privacy or keep it secure. This Privacy Policy does not apply to any information that You disclose publicly, share with others or otherwise upload, whether through the Services or otherwise. We are not responsible for the accuracy, use or misuse of any content or information that You disclose or receive through the Services.

To request removal of Your User Content from Our Platform, Services or similar features, contact Us at [support@boatdayapp.com](mailto:support@boatdayapp.com). In some cases, We may not be able to remove Your User content, in which case We will let You know if We are unable to do so and why.

### *2. NAME AND LIKENESS.*

We may also publish Your name, voice, likeness and other Personal Information that is part of Your User Content, and We may use the content, or any portion of the content, for advertising, marketing, publicity and promotional activities. For full terms and conditions regarding User Content You submit to the Services, please review our Terms and Conditions

## THIRD PARTY CONTENT AND LINKS

The Services may contain content that is supplied by a third party, and those third parties may collect web site usage information and Your Device Identifier when web pages from any online or mobile Services are served to Your browser. In addition, when You are using the Services, You may be directed to other sites or applications that are operated and controlled by third parties that We do not control. We are not responsible for the privacy practices employed by

any of these third parties. For example, if You click on a banner advertisement, the click may take You away from one of our websites onto a different web site. These other web sites may send their own cookies to You, independently collect data or solicit Personal Information and may or may not have their own published privacy policies. We encourage You to note when You leave our Services and to read the privacy statements of all third party web sites or applications before submitting any Personal Information to third parties.

## **SOCIAL MEDIA FEATURES AND FUNCTIONS**

Our online and mobile Services may include social media features, such as the Facebook Like button, and widgets such as a “Share This” button, or interactive mini-programs that run on our online and mobile Services. These features may collect Your IP address, which page You are visiting on our online or mobile Services, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our online Services. Your interactions with these features and widgets are governed by the privacy policy of the company providing them.

## **MODIFYING YOUR INFORMATION OR ACCOUNT**

You are responsible for maintaining the accuracy of the information You submit to Us, such as Your contact information provided as part of account registration. If Your Personal Information changes, or if You no longer desire Our Services, You may correct, delete inaccuracies, or amend information by selecting Settings in the BoatDay Mobile Application menu. There You can view, update and correct Your account information.

Our databases automatically update any personal information You edit in Your profile, or that You request We edit. Information transmitted through boards, chats, polls or through any other means remain in our databases and become the property of BoatDay upon submission. Keep this in mind if You decide to communicate personal information through the Services or Application.

We will retain Your Personal Information and Usage Information (including geo-location) for as long as Your account with the Services is active and as needed to provide You services. Even after Your account is terminated, We will retain Your Personal Information and Usage Information (including geo-location, trip history, credit card information and transaction history) as needed to comply with our legal and regulatory obligations, resolve disputes, conclude any activities related to cancellation of an account (such as addressing chargebacks from Your credit card companies), investigate or prevent fraud and other inappropriate activity, to enforce

our agreements, and for other business reason. After a period of time, Your data may be anonymized and aggregated, and then may be held by Us as long as necessary for Us to provide our Services effectively, but our use of the anonymized data will be solely for analytic purposes.

## RETENTION OF INFORMATION

To preserve the integrity of our databases, standard procedure calls for Us to retain information submitted by members for an indefinite length of time. Peer-to-Pier understands Your submissions as consent to store all Your information in one place for this indefinite length of time, if We so wish. If required by law, as is the case to comply with the Children's Online Privacy Protection Act (COPPA), We will nullify member information by erasing it from our database. We will also respond to written member requests to nullify account information. Also, by using the Services, You do hereby represent and warrant that You understand and agree that all information submitted to Us by You becomes the property of Peer-to-Pier and may be used in the sole discretion of Peer-to-Pier in accordance with this Privacy Policy and the Terms and Conditions.

## SECURITY MEASURES

The Personal Information and Usage Information We collect is securely stored within our databases, and We use standard, industry-wide, commercially reasonable security practices for protecting Your information - such as any portions of Your credit card number which We retain and geo-location information. However, as effective as encryption technology is, no security system is impenetrable. We cannot guarantee the security of our databases, nor can We guarantee that information You supply won't be intercepted while being transmitted to Us over the Internet or wireless communication, and any information You transmit to the Company You do at Your own risk. Peer-to-Pier expressly disclaims any liability that may arise should any other individuals obtain the information You submit to the Company.

Your profile is password-protected so that only You and authorized Company employees have access to Your account information. In order to maintain this protection, We recommend that You do not give Your password to anyone.

Peer-to-Pier has security measures in place to protect against the loss, misuse and alteration of the information under our control. Your information may be transferred to and maintained on computer networks which may be located outside of the state, province, or other governmental

jurisdiction in which You reside, and the jurisdiction in which these computer networks are located may not have privacy laws as protective as the laws in Your jurisdiction.

## CHANGES TO THE PRIVACY POLICY

From time to time, We may update this Privacy Policy to reflect changes to our information practices. Any changes will be effective immediately upon the posting of the revised Privacy Policy. If We make any material changes, We will notify You by email (sent to the e-mail address specified in Your account) or by means of a notice on the Services prior to the change becoming effective. We encourage You to periodically review this page for the latest information on our privacy practices. By using the Service, You do hereby represent and warrant that You have read, understand and agree to all terms of this Privacy Policy. Each time You use the Services, You agree to all terms set forth in this Privacy Policy and any other policies published by Peer-to-Pier concerning or affecting the Services.

## CONSENT TO TRANSFER OF INFORMATION TO THE UNITED STATES

If You are located anywhere outside of the United States, please be aware that information We collect, including, Personal Information, will be transferred to, processed and stored in the United States. The data protection laws in the United States may differ from those of the country in which You are located, and Your Personal Information may be subject to access requests from governments, courts, or law enforcement in the United States according to laws of the United States. By using the Services or providing Us with any information, You consent to this transfer, processing and storage of Your information in the United States.