

Innovative Marine Terms of Use

Innovative Marine welcomes you to its website, www.innovative-marine.com (the "Site"). Use of the Site or other YIMCO, INC. websites is subject to the following Terms of Use ("Terms"), together with the Privacy Policy.

1. ACCEPTANCE OF TERMS OF USE

By accessing and using the Site, you acknowledge that you have read, understood and agree to be bound by these Terms, including the Privacy Policy, which form an agreement that is effective as if you had signed it. If at any time you do not agree to these Terms, please do not access or use the Site or any of its content.

YOUR ACCESS TO, USE OF AND BROWSING OF THE SITE AND ITS CONTENT IS SUBJECT TO ALL TERMS CONTAINED IN THESE TERMS OF USE AND INNOVATIVE MARINE'S PRIVACY POLICY AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOUR PERMISSION TO ACCESS OR USE THE SITE IS AUTOMATICALLY AND IMMEDIATELY REVOKED.

These Terms may be revised or updated from time to time. Accordingly, you should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the "Last Revised" legend at the bottom of this page. Each time you access, use or browse the Site, you signify your acceptance of the then-current Terms. Any material changes in these Terms take effect upon posting and apply only to your use of the Site and information collected from you on and after Last Revised date, unless we have other communications with you.

Innovative Marine may make changes to the Site, content, products, services or features of the Site at any time. You understand and agree that Innovative Marine may discontinue or restrict your use of the Site at any time for any reason or no reason with or without notice.

2. PERMITTED USERS OF THE SITE

In consideration of your use of the Site, you represent that you are of an age to form a legally binding contract and you are not prohibited from receiving services under the laws of the United States or any other applicable jurisdiction.

The Site is directed to visitors 18 years of age or older. Innovative Marine and the Site do not knowingly collect information from children under age 18. If you are under age 18, you are not permitted to use the Site or to submit any personally identifiable information to Innovative Marine on the Site or offline. If you provide information to Innovative Marine through the Site, you represent that you are 18 years of age or older. If you are under 18 years of age, when you visit, browse, use, or submit personal information to the Site, you represent that you have the permission of a parent or guardian to do so and who agrees to these Terms on your behalf. If you are a parent or guardian and believe Innovative Marine may have inadvertently collected personal information from your child, please notify Innovative Marine immediately by sending an email to info@innovative-marine.com detailing the basis of your belief and your request.

3. PRIVACY POLICY

Please review the Privacy Policy for the Site, which is incorporated in these Terms. If you do not agree with the Privacy Policy, you are not authorized to use the Site.

4. PERMITTED USES

The content available through the Site, including without limitation text, graphics, audio, animation, videos, logos, icons, images, media, data, charts, maps, software and other information and materials (the "Content") is the sole and exclusive property of YIMCO, INC./Innovative Marine, its licensors, or other content providers.

The Content is made available for your personal, noncommercial use. You agree to abide by any posted limitations relating to use, reproduction or dissemination of any Content. Any use of the Site or Content in any way not expressly permitted by these Terms is prohibited, and may be actionable under United States or international law.

Special terms may apply to some products, services or features offered on the Site, or to any events, promotions, sweepstakes, contests, surveys, questionnaires, or other activities (collectively, "Activities") that may be offered on the Site or offline. Such special terms or rules (which may include official rules and expiration dates) may be posted in connection with the applicable Activity. By participating in any Activity you will become subject to those terms or rules. We urge you to read the applicable terms or rules which are linked from the particular Activity, and to review our Privacy Policy which, as part of these Terms, governs any information you submit in connection with such Activities. Any special terms or rules are in addition to these Terms and, in the event of a conflict, any such terms or rules shall prevail over these Terms.

5. PROPRIETARY RIGHTS

You acknowledge and agree that, as between Innovative Marine and you, all right, title, and interest in and to the Site and the Content, including without limitation any patents, copyrights, trademarks, brands, trade secrets, inventions, know-how, and all other intellectual property rights, are owned exclusively by Innovative Marine, or its affiliates, suppliers, vendors, merchants, licensors, or Activities partners or sponsors, and are protected by United States intellectual property and other applicable laws.

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Trademarks: The trademarks, service marks, logos, slogans, trade names and trade dress used on the Site are proprietary to Innovative Marine or its affiliates, suppliers, vendors, merchants, licensors, or Activities partners or sponsors. Third party trademarks referenced in the Site do not constitute or imply affiliation with, endorsement, or recommendation of Innovative Marine by the respective trademark owners, or by Innovative Marine of the respective trademark owners. Without limitation, Innovative Marine and the Innovative Marine Design are trademarks registered in the United States Patent and Trademark Office and owned by Innovative Marine and/or its licensors.

6. ACCOUNT PASSWORD AND SECURITY

The Site may contain features that require registration of a username and password. If so, you are responsible for maintaining the confidentiality of your password and are fully responsible for all uses of your password, whether by you or others. You agree to (a) log out of your account at the end of each session; (b) keep your

password confidential and not share it with anyone else; and (c) immediately notify Innovative Marine of any unauthorized use of your password or account or any other breach of security. Innovative Marine is authorized to act on instructions received through use of your password, and is not liable for any loss or damage arising from your failure to comply with this Section.

7. YOUR INDEMNITY OF INNOVATIVE MARINE

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS INNOVATIVE MARINE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, LICENSORS, LICENSEES, SERVICE PROVIDERS, SUPPLIERS, VENDORS, ACTIVITIES PARTNERS OR SPONSORS, MERCHANTS, ADVERTISERS AND OTHERS ACTING IN CONCERT WITH THEM, FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR USE OF OR RELIANCE ON THE SITE OR ANY CONTENT, PRODUCTS, SERVICES, BRANDS, OR ACTIVITY, YOUR DEALINGS IN CONNECTION WITH THE SITE OR INNOVATIVE MARINE, OR YOUR SUBMISSION(S) OR ANY MATERIALS YOU SUBMIT OR TRANSMIT TO THE SITE OR INNOVATIVE MARINE; (B) YOUR VIOLATION OF THESE TERMS, ANY APPLICABLE LAWS, OR THE RIGHTS OF INNOVATIVE MARINE OR ANY THIRD PARTY; OR (C) ANY ACTIVITY RELATED TO YOUR ACCOUNT OR PASSWORD, IF ANY.

8. LINKS TO OTHER WEBSITES

The Site may contain advertisements, postings and links to websites operated by other parties. The Site provides these advertisements, postings and links as a convenience, and your use of other websites is at your own risk. The advertisements, postings and linked sites are not under the control of Innovative Marine which is not responsible for their content or privacy practices. Such advertisements, postings or links or references to other parties' products or services do not imply Innovative Marine's endorsement of information, material, products or services of any other party or any other website, or by any other party of Innovative Marine. Innovative Marine disclaims all liability with regard to your access to and use of such information, material, products or services or transactions with such linked websites or other parties. You acknowledge and agree that Innovative Marine is not responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other site or resource.

9. MODIFICATIONS, SUSPENSION AND TERMINATION

Innovative Marine reserves the right, at its sole discretion, immediately and without notice, to suspend, discontinue, or terminate your access to the Site, Content or any part thereof for any reason or no reason at all, including without limitation any breach by you of these Terms. You agree that Innovative Marine shall not be liable to you or any third party for any such suspension, discontinuance or termination.

10. DISCLAIMERS AND LIMITATION OF LIABILITY

THE SITE AND ALL CONTENT ON THE SITE IS PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. INNOVATIVE MARINE MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THE SITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE SITE AND CONTENT IS AT YOUR SOLE RISK.

INNOVATIVE MARINE MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL CODE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, INNOVATIVE MARINE DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND FURTHER DISCLAIMS ALL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITE OR THE CONTENT, EVEN IF INNOVATIVE MARINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Exclusions and Limitations: Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

11. NOTICE REQUIRED BY CALIFORNIA LAW

Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice:

The name, address and telephone number of the provider of this service is Innovative Marine, 16026 Carmenita Road, Cerritos, CA90703, 1-866-368-7941. Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the above address or to info@innovative-marine.com

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite S202, Sacramento, CA 95834 or by telephone at (916) 574-7950 or (800) 952-5210.

12. GOVERNING LAW AND DISPUTES

You agree that any dispute between you and Innovative Marine arising out of or relating to these Terms, the Privacy Policy, the Site or its Content will be decided only by arbitration, individually and not on a class-wide basis. You knowingly waive any right to participate in any form of "class," "joint" or "representative" litigation (including in any "private attorney general capacity") against Innovative Marine. The laws of the State of California, U.S.A., without regard to choice of law principles, shall apply to any dispute between us, except as to matters relating to arbitration, which shall be governed by the Federal Arbitration Act. Any arbitration will be administered by the American Arbitration Association and will take place in Los Angeles County, California, U.S.A., and must be commenced within six (6) months after the dispute arises or any claim arising from the dispute shall be barred.

The Site is controlled within the United States of America and is directed to individuals residing in the United States. Those who choose to access the Site from locations outside of the United States do so on their own

initiative, and are responsible for compliance with local laws if and to the extent local laws are applicable. Innovative Marine does not represent that the Site or Content is appropriate outside the United States of America. Innovative Marine reserves the right to limit the availability of the Site for any person, geographic area or jurisdiction at any time in its sole discretion.

13. MISCELLANEOUS

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Innovative Marine's failure to act with respect to any failure by you or others to comply with these Terms does not waive Innovative Marine's right to act with respect to subsequent or similar failures. These Terms, together with the Privacy Policy, set forth the entire understanding and agreement between you and Innovative Marine with respect to the subject matter hereof. Any cause of action or claim you may have with respect to these Terms or the Site must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred. You may not assign or transfer your rights or obligations under these Terms without the prior written consent of Innovative Marine, and any assignment or transfer in violation of this provision shall be null and void. Innovative Marine reserves the right to seek all remedies available at law and in equity for violations of these Terms or special terms or rules set forth on the Site, including without limitation the right to block access from a particular internet address.

"LIKE" INNOVATIVE MARINE ON FACEBOOK

We invite you to "like" Innovative Marine on Facebook. On our page, you can learn about upcoming events, see photos, and have discussions with others who like Innovative Marine. When you visit our Facebook page, please keep the following guidelines in mind:

- We encourage you to participate in existing discussions and to start new discussions with other IM fans. Please be polite, even if you disagree with things that have been posted. Personal attacks, offensive remarks, and foul language are not appropriate.
- We encourage you to contribute relevant comments to the discussion. Postings that are off-topic or consist of spam or promotional postings may be removed.
- All postings on the IM wall and in the Discussions area should be made by actual identifiable people. Postings from obviously fake or anonymous profiles may be deleted.
- IM is not liable for anything posted on the IM Facebook page by a third party. When you access our Facebook page, you do so at your own risk.
- IM reserves the right to remove any user-generated content from its Facebook page for any reason.

We encourage anyone with comments or questions about IM to visit www.Innovative-Marine.com or call 1-866-368-7941.

FOLLOW IM ON TWITTER

We invite you to follow IM on Twitter and have a dialogue with us. We welcome your thoughts and replies on anything related to IM, and will do our best to reply to any general comments or questions. Any comments or questions about customer service issues should be directed to info@Innovative-Marine.com or call 1-866-368-7941.

When interacting with IM on Twitter, please keep the following guidelines in mind:

- Our Twitter account is identified on this page http://twitter.com/Info_IM.
- We encourage you to begin or contribute to conversations using replies. However, we will not reply to any replies that are off-topic, contain personal attacks or foul language, or related to any customer service issues (as discussed above).
- When you access any official IM Twitter profile page, you do so at your own risk.

We do not guarantee the accuracy of anything posted by any IM Twitter account. Nothing in any Twitter communication initiated by an IM Twitter account constitutes a binding representation, agreement, or endorsement on the part of IM.

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