

TERMS OF USE

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This is a legally binding contract between you and ClearPoint International, LLC (“*ClearPoint*”) and any of their parents, subsidiaries and affiliates. By downloading, installing, copying, running, or using our ClearPoint Weather Software and included content (and any derivative works or enhancements of the same) including, but not limited to, weather and sea state information and forecasts, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, interactive features, advertising, screensavers, clipart, wallpaper, games or other software (collectively “*Content*”) available via our website (www.ClearPointWeather.com), and other websites hosting or using the ClearPoint Weather Software and Content, you are agreeing to be bound by the terms of this Agreement. In addition to these Terms of Use, we have established a Privacy Policy to explain how we collect and use information about you. A copy of this Privacy Policy can be found here: <<Privacy Policy>> and is incorporated by reference into these Terms of Use. By accessing or using the www.ClearPointWeather.com website, you are also signifying your acknowledgement and agreement to our Privacy Policy. If you do not agree to our Terms of Use, you must navigate away from the ClearPoint Weather Software, you may not use the ClearPoint Weather Software and Content, and you must destroy any copies of the Content in your possession. You agree that these Terms of Use are supported by good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge. Such consideration includes, without limitation, your use of the www.ClearPointWeather.com website, the ClearPoint Weather Software and Content and the materials and information available on the same and the possibility of publication or publicity of your User Content (as defined in Section 4).

If you are under the age of eighteen (18), you must have your parent or guardian's permission before you use the ClearPoint Weather Software or Content. In an effort to comply with the Children's Online Privacy Protection Act, we will not knowingly collect Personally Identifiable Information from children under the age of thirteen (13).

This Agreement may be modified by us from time to time. If you breach any term in this Agreement your right to use the ClearPoint Weather Software and Content will terminate automatically.

1. THE INSTALLATION PROCESS

The first step in our installation process is to collect specific information about you and/or your website including personally identifiable and demographic information. We may use your Personally Identifiable Information and may disclose it to others in accordance with our Privacy Policy. Unless you opt-out when we collect your information we automatically add you to our e-mail subscriber list. We may ask you a series of interest questions. You are required to answer them. We may show you one or more of our Partners' product or service Offers. You are not required to accept an Offer to receive the ClearPoint Weather Software. We may also show you Partner product or service Offers. You are not required to accept a Partner product or service Offer to receive the ClearPoint Weather Software. If you install the free version of the ClearPoint Weather Software, we may include one or more advertisements within the ClearPoint Weather Software. We may also install icons on your computer's desktop including third party product and service offers, advertisements and automatic links to other products and services we offer. You can delete the icons at any time. We may offer you a free membership. To get a free membership you will need to complete an offer presented on the membership page. You may choose not to sign-up for membership.

Access to the ClearPoint Weather Software including, without limitation, the Content is provided for your information and personal, non-commercial use only. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit the ClearPoint Weather Software or Content for any purpose whatsoever without obtaining prior written consent from us or, in the case third-party content, its respective owner. In certain instances, we may permit you to download or print ClearPoint Weather Software or Content or both. In such a case, you may download or print (as applicable) one copy of ClearPoint Weather Software or Content for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing ClearPoint Weather Software or Content.

(A) In order to access or use some features of the ClearPoint Weather Software or any websites hosting or using the ClearPoint Weather Software, you may have to become a registered user. If you are under the age of thirteen (13), then you are not permitted to register as a user or otherwise submit personal information.

(B) If you become a registered user, you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you will create a user name and password (a "**Membership**"), which may permit you access to certain areas of the ClearPoint Weather Software or any websites hosting or using the ClearPoint Weather Software not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your Membership. You are solely responsible for the activity that occurs under your Membership, whether or not you have authorized the activity. You agree to notify us immediately at the address listed below of any breach of security or unauthorized use of your Membership.

2. DELIVERY OF ADVERTISING

By downloading the ClearPoint Weather Software and Content, you hereby grant us permission to display promotional information, advertisements, and offers for third party products or services (collectively "**Advertising**"). The Advertising may include, without limitation, content, offers for products or services, data, links, articles, graphic or video messages, text, software, music, sound, graphics or other materials or services. The timing, frequency, placement and extent of the Advertising are determined at our sole

discretion. You further grant us permission to collect and use certain aggregate information in accord with our Privacy Policy.

3. BLOG POSTS

ClearPoint allows you to post links and a personalized message to your existing blog. You must comply with your blog provider's terms and conditions. You further agree that your personalized message will not contain any material that: (i) is indecent, misleading, defamatory, libelous, obscene, pornographic, hate speech, infringing, or otherwise objectionable; (ii) violates the copyright, trademark or other intellectual property rights of any other person; or (iii) is libelous, or an invasion of privacy or publicity rights or any other third party rights. ClearPoint has no control over the material you post to your blog. Further, ClearPoint assumes no responsibility or liability for the material you post and no obligation to monitor your posts.

4. YOUR OBLIGATIONS

You must provide valid and accurate information about your identity including a valid e-mail address. You may not use another person's name or information about your site(s). You agree to use the ClearPoint Weather Software and Content only for lawful purposes. You agree not to take any action that might compromise the security of the ClearPoint Weather Software and Content, render the ClearPoint Weather Software and Content inaccessible to others or otherwise cause damage to the ClearPoint Weather Software and Content. You agree not to use the ClearPoint Weather Software and Content in any manner that might interfere with our or our Partner's rights. You represent and warrant that (a) you will use the Content, and the ClearPoint Weather Software only for lawful purposes, and will comply at all times with all applicable federal, state, and local laws and regulations, including, without limitation, copyright law, (b) you will not remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the ClearPoint Weather Software and Content, (c) you will not circumvent, disable or otherwise interfere with security-related features of the ClearPoint Weather Software and Content including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the ClearPoint Weather Software and Content, (d) you will not use an automatic device (such as a robot or spider) or manual process to copy or "scrape" the ClearPoint Weather Software and Content for any purpose without our express written permission, (e) you will not collect or harvest any Personally Identifiable Information from the ClearPoint Weather Software and Content including, without limitation, user names, passwords, e-mail addresses, (f) you will not solicit other users to join or become members of any commercial online service or other organization without our prior written approval, (g) you will not attempt to or interfere with the proper working of the ClearPoint Weather Software and Content or impair, overburden, or disable the same, (h) you will not add to, subtract from, or otherwise modify, translate, decompile, reverse engineer, or disassemble any portion of the ClearPoint Weather Software and Content, (i) you will not use network-monitoring software to determine architecture of or extract usage data from the ClearPoint Weather Software and Content, (j) you will not encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity, (k) you will not engage in any conduct that restricts or inhibits any other user, person or entity from using or enjoying the ClearPoint Weather Software and Content, (l) you agree not to use any automated or manual process to interfere with, modify, or attempt to interfere with or modify the ClearPoint Weather Software and Content, except to uninstall the same as provided herein, (m) you agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use and (n) you are at least thirteen (13) years of age. Persons under thirteen (13) years of age may not use the ClearPoint Weather Software and Content.

5. INTELLECTUAL PROPERTY

The ClearPoint Weather Software and Content and all intellectual property rights to the same are owned by us, our licensors, or both. All trademarks, service marks, trade names and trade dress that may appear on the ClearPoint Weather Software and Content are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in the ClearPoint Weather Software and Content. Ownership of the ClearPoint Weather Software and Content and all components and copies thereof will at all times remain with us, regardless of who may be deemed the owner of the tangible media on which the Content is copied, encoded or otherwise fixed. Any rights not expressly granted in these Terms of Use are expressly reserved.

6. GRANT OF LICENSE

We grant you a non-exclusive, non-transferable and non-assignable license to use the ClearPoint Weather Software and Content in accordance with the terms and conditions of this Agreement. Other than the rights expressly granted hereunder, no other right is granted. You agree not to add to, subtract from, or otherwise modify, translate, disassemble, decompile, reverse engineer, or create any derivative works of the ClearPoint Weather Software and Content. This license is not a sale and does not render you the owner of a copy of the ClearPoint Weather Software and Content. You may not rent, lease, sell, redistribute, sublicense or otherwise transfer the ClearPoint Weather Software and Content. You may not make any copies of the Content for use outside of the ClearPoint Weather Software without contacting the ClearPoint Weather Software and making a separate written agreement to provide Content for that specific use. This license will immediately terminate if you violate any provision of this Agreement. We may also terminate this license at any time without notice.

7. TERMINATION

(A) We reserve the right in our sole discretion and at any time to terminate or suspend and/or block your access to the ClearPoint Weather Software and Content for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that we shall not be liable to you or any third party for any termination or suspension and/or blocking your access to the ClearPoint Weather Software and Content.

(B) Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions in Section 16.

8. CLEARPOINT WEATHER SOFTWARE AND CONTENT AND THIRD PARTY LINKS

(A) We provide the ClearPoint Weather Software and Content and any websites hosting or using the ClearPoint Weather Software and Content for educational, informational, entertainment and promotional purposes only. You may not rely on any information and opinions expressed on the ClearPoint Weather Software and Content and any websites hosting or using the ClearPoint Weather Software and Content for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of the ClearPoint Weather Software and Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any the ClearPoint Weather Software and Content.

(B) In many instances, the ClearPoint Weather Software and Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the ClearPoint Weather Software and Content by anyone other than authorized employees or spokespersons while acting in their official capacities.

(C) If there is a dispute between persons accessing the ClearPoint Weather Software and any websites hosting or using the ClearPoint Weather Software or between persons accessing the ClearPoint Weather Software and any websites hosting or using the ClearPoint Weather Software and any third party, you understand and agree that we are under no obligation to become involved. If there is such a dispute, you hereby release ClearPoint and its officers, directors, employees, parents, subsidiaries, affiliates, licensors, partners, successors, agents, distribution partners, and its related companies from claims, demands, and damages of every kind or nature arising out of, relating to, or in any way connected with such dispute.

(D) The ClearPoint Weather Software and any websites hosting or using the ClearPoint Weather Software may contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

9. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE CLEARPOINT WEATHER SOFTWARE AND CONTENT IS AT YOUR SOLE RISK. THE CLEARPOINT WEATHER SOFTWARE AND CONTENT ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” OR “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CLEARPOINT WEATHER SOFTWARE AND CONTENT IS WITH YOU. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLEARPOINT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AND RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE CLEARPOINT WEATHER SOFTWARE AND CONTENT WILL MEET YOUR NEEDS OR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE CLEARPOINT WEATHER SOFTWARE AND CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR CLEARPOINT WEATHER SOFTWARE AND CONTENT OR ACCESSED THROUGH THE CLEARPOINT WEATHER SOFTWARE AND CONTENT; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CLEARPOINT WEATHER SOFTWARE AND CONTENT; (6) WARRANTIES THAT YOUR USE OF THE CLEARPOINT WEATHER SOFTWARE AND CONTENT WILL BE SECURE, UNINTERRUPTED OR ERROR FREE; AND (7) WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

10. EXCLUSIVE REMEDY

IF YOU ARE DISSATISFIED WITH THE CLEARPOINT WEATHER SOFTWARE, THE CONTENT OR THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE CLEARPOINT WEATHER SOFTWARE AND CONTENT.

11. LIMITATIONS OF LIABILITY

(A) UNDER NO CIRCUMSTANCES SHALL CLEARPOINT OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AND RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, SERVICE OR EQUIPMENT DOWNTIME, LOSS OF DATA, OR LOST PROFITS, ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE CLEARPOINT WEATHER SOFTWARE OR CONTENT OR THESE TERMS OF USE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE CLEARPOINT WEATHER SOFTWARE OR CONTENT OR ANY LINKS ON THE CLEARPOINT WEATHER SOFTWARE OR CONTENT, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE CLEARPOINT WEATHER SOFTWARE OR CONTENT OR ANY LINKS ON THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE CLEARPOINT WEATHER SOFTWARE OR CONTENT.

(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF CLEARPOINT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AND RELATED COMPANIES EXCEED TEN DOLLARS (US\$10). BY INSTALLING OR USING THE CLEARPOINT WEATHER SOFTWARE OR CONTENT, YOU ACCEPT SOLE RESPONSIBILITY FOR ALL CONSEQUENCES ARISING THEREFROM AND ACKNOWLEDGE THAT NO CLAIM WHATSOEVER WILL BE MADE AGAINST US OR OUR OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AND RELATED COMPANIES.

(C) In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

12. THIRD PARTY ADVERTISERS

If you accept an Offer, your dealings with the Partner are solely between you and the Partner. We make no representations or warranties concerning Offers, you agree that we are not responsible or liable for any loss or damage of any sort incurred, or as the result of the delivery or display of the Offers. WE ARE NOT RESPONSIBLE FOR THE TERMS AND CONDITIONS OF ANY PARTNER WEBSITE OR PARTNER OFFERS REGARDLESS OF WHETHER THE OFFER IS HOSTED BY US. WE MAKE AN EFFORT TO SCREEN ALL OFFERS TO ENSURE THE BEST POSSIBLE EXPERIENCE FOR OUR USERS. HOWEVER, WE ARE NOT RESPONSIBLE FOR DEALINGS BETWEEN YOU AND

A PARTNER. YOU SHOULD CAREFULLY REVIEW EACH PARTNER OFFER AND READ THEIR TERMS AND CONDITION, AND THE PRIVACY POLICY.

13. WAIVER OF CLAIMS AND INDEMNIFICATION

By accessing or using the ClearPoint Weather Software and Content, you forever waive any and all claims you have or may have in the future against us. You agree to indemnify and hold ClearPoint and its officers, directors, attorneys, employees, parents, subsidiaries, affiliates, licensors, partners, successors, agents, distribution partners, and their related companies, harmless against any losses, claims, damages, obligations, liabilities, penalties, costs and expenses, actions, proceedings or judgments (collectively, “*Losses*”) to which an Indemnified Party may become subject that arise out of, or relate to: (i) your use or inability to use the ClearPoint Weather Software and Content; (ii) any actual or alleged violation or breach by you of our Terms of Use or Privacy Policy; (iii) User Content provided by you or through use of the ClearPoint Weather Software and Content; (iv) Your infringement or misappropriation or alleged infringement or misappropriation of any copyright, trademark, patent, trade secret or other personal or proprietary right; (v) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; (vi) your acts or omissions; or (iv) any gross negligence or willful misconduct. You shall reimburse us for all legal and other expenses, including, without limitation, attorneys' fees incurred in connection with investigating, defending or settling any claim or loss. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

14. COPYRIGHT POLICY

ClearPoint respects the rights of copyright holders. Pursuant to Title 17, United States Code, Section 512(c)(2), written notifications of claimed copyright infringement should be sent to:

ClearPoint International, LLC
10612 Good Spring Avenue
Great Falls, Virginia 22066
United States of America
Attention: General Counsel

To be effective, notifications must include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed; (ii) identification of copyrighted works or materials claimed to have been infringed; (iii) identification of the content that is claimed to be infringing including, information regarding that location of the content that the copyright owner seeks to have removed, with sufficient detail to permit us to find and verify its existence; (iv) contact information about the notifying party, sufficient to permit us to contact you, including address, telephone number and e-mail address; (v) a statement that the notifying party has a good faith belief that the content is not authorized by the copyright owner, its agent, or the law; and (vi) a statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Once a complete and proper notice of claimed copyright infringement is received by ClearPoint, it is our policy to: (i) remove or disable access to the content on our websites or content directories; and (ii) block a user who has posted infringing content two or more times from posting any further content.

15. AMENDMENT AND ADDITIONAL TERMS

(A) We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the ClearPoint Weather Software and Content or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the ClearPoint Weather Software and Content generally, unique parts of the ClearPoint Weather Software and Content, or both (“*Additional Terms*”). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

(B) Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either by posting on our website (www.ClearPointWeather.com) or by notification by e-mail or conventional mail. It is your responsibility to review the Terms of Use and our website from time to time for any changes or Additional Terms. Your access and use of ClearPoint Weather Software and Content following any modification of these Terms of Use or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any Additional Terms, immediately discontinue use of the ClearPoint Weather Software and Content. These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

16. MISCELLANEOUS

(A) **Enforcement, Choice of Law, Choice of Forum.** Every provision of this Agreement will be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held invalid, illegal or otherwise unenforceable, such provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect. This Agreement will in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States of America and the District of Columbia without respect to its choice of law provisions. Any action between the parties will be brought exclusively in a district or federal court in Washington, District of Columbia. You irrevocably submit to the personal jurisdiction in a district or federal court in Washington, District of Columbia and you waive any jurisdictional, venue, or inconvenient forum objections to such courts. TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING. TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

(B) **No Waiver.** The failure by us at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by us will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

(C) **Effect of Agreement, Survival of Terms.** This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. No third party beneficiaries are intended or created by virtue of this Agreement. This Agreement does not create a partnership, joint venture or agency relationship between the parties. Any terms of this Agreement that would, by their

nature, survive the expiration or termination of this Agreement will survive. You acknowledge that you have not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement.

(D) Electronic Form. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceeding to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

(E) Correction of Errors and Inaccuracies. This Agreement, the ClearPoint Weather Software, and Content, may contain typographical errors or other errors or inaccuracies. We reserve the right to correct any errors, inaccuracies or omissions and to change or update this Agreement, the ClearPoint Weather Software or Content at any time without prior notice. We do not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

17. DEFINITION OF TERMS

“Content” includes, but is not limited to, weather and sea state information and forecasts, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features, advertisements, screensavers, wallpapers, games, animated gifs, clip art, buddy icons, greeting cards, browser skins, fonts, desktop themes, html editors, sound effects, social networking software, storage, and calendar software (and any derivative works or enhancements of the same).

“Offers” include e-mail, promotions, advertisements, contests, and third-party software presented by our Partners and us.

“Partner” is an advertiser, or other entity with whom we have a business relationship to provide Offers

“Personally Identifiable Information” is any information that identifies or could be used to identify, contact, or locate you. It also includes your credit card number.

“User” means an individual that has accessed the ClearPoint Weather Service and Content on any site(s) on which we host our Products or Software.

“We,” “Us” and “Our” refer to ClearPoint International, LLC and any of its parents, subsidiaries and affiliates.

“You” and “Your” refer to each user and his or her agents.

18. QUESTIONS OR ADDITIONAL INFORMATION

If you have any questions regarding these Terms of Use or wish to obtain additional information, you can contact us by phone at +1.310.285.8465 or by e-mail at Support@ClearPointWeather.com.