



Terms & Conditions of Use

By completing and submitting an account registration form for ShipTracks Service, you (the User), agree to the following terms and conditions:

USE OF THE SYSTEM

1. ShipTracks, LLC (ST) grants the User a non-transferable, non-exclusive license to use the ShipTracks service for internal business purposes.
2. The User may not use, disclose, copy, modify, alter, adapt, display, transmit, transfer, print or otherwise reproduce in whole or in part, the Service without the written consent of ST.
3. Historical data is not provided under the terms of this Agreement and remains the property of ST unless otherwise subscribed or arranged.
4. ST may suspend the Services when necessary for operational reasons such as repair, maintenance or improvement of the Services or because of an emergency. ST will restore the Services after suspension as soon as reasonably practicable.
5. The User acknowledges that ST and its third party providers own all rights, title and interests in and to the Services, including but not limited to all data and content therein and all associated intellectual property rights. Nothing herein shall be deemed a transfer of any such ownership rights to the User.

WARRANTIES AND LIABILITIES

1. The Service provided by ST is believed to be reliable, but ST is unable to guarantee the accuracy of all details. Information transmitted by ships may have inaccurate data sets as programmed by the ship's operator or by faulty equipment.
2. The Service is not approved for navigation or as a vessel traffic management system and should be used for informational purposes only.
3. ST makes no warranty or representation, either expressed or implied, with respect to the Service or any part thereof. Due to the nature of internet connectivity, technical problems, repairs, maintenance, security measures or other reasons or requirements, ST may suspend all or part of the coverage of the Service at any time. ST or third party contributors to the Service may choose at any time to inhibit, withdraw or prohibit their content from being accessed. ST therefore reserves the right to reduce coverage or content of the Service without notice.
4. ST will not be liable for any loss, damage or expense sustained by any person and caused by any act, omission, error or negligence of ST or caused by any inaccuracy in information, data or advice given.
5. The User shall hold ST harmless from and against all claims, losses, liabilities, damages, actions, proceedings, costs and expenses from use of the Services.

INTELLECTUAL PROPERTY RIGHTS

Copyright and all other intellectual property rights in the Service and all parts thereof are vested in and shall remain vested in ST.

TERMINATION PROVISIONS

1. This Agreement will be in effect as long the User is subscribing to the Service. The Service may be terminated by 30-days notice in writing. In the event of misuse of the Service, access to the Service shall be withdrawn immediately.

2. Expiration or termination of this Agreement for whatever reason by either party shall not release the User from any responsibilities or obligations under this Agreement.

MISCELLANEOUS

1. The User shall provide ST with accurate, complete and updated business and personal information for the purposes of this Agreement and subscription to the Service.

2. The User may not transfer or assign any rights or obligations to any third party.

3. Use of the Service is for maritime organizations with a genuine need for vessel traffic movement information. Users will be required to state the application of the Service as it relates to their business.

Signature _____

Date _____

Print Name _____