

## User License Agreement (ULA)

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### Passwords and Security:

You will select a logon username and password during the Service registration process. You are responsible for maintaining the confidentiality of the logon username and password, and are fully responsible for all activities that occur under your logon username and password. You agree to immediately notify 360 Boating of any unauthorized use of your logon username and password or any other breach of security. 360 Boating cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

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**Fees:**

Fees charged for services rendered are as established at the time when you contracted for services from 360 Boating. Fees for any subsequent renewal of service shall be those currently in force at the time of renewal. Current fees are as set forth in the FAQ. You authorize 360 Boating to charge any credit card, or draft your bank account in the amount of any such fee which is due. Fees are subject to change upon prior notice to you by any method permitted under this Agreement. If your financial institution returns your check unpaid for any reason, we will assess and you hereby agree to pay, a \$30 charge to cover our bank fees in addition to the billing amount. 360 Boating may in its sole and absolute discretion remove your listing pending payment.

**Cancellation of Service by you:**

You must to give 360 Boating 30 days notice, in writing, that you wish to cancel your listing. The 30 day notice period shall commence on the earlier of the date that the notice is received by 360 Boating or on the seventh (7th) day following the date of the postal cancellation ("postmark") applied by the US or Canadian Postal services or the fourteenth (14th) day following the date of the postal cancellation ("postmark") applied by any other National Postal Service.

**Refund of Fees Paid:**

Refunds will be made of all fees paid according to the following schedule: For accounts paid by automatic monthly VISA debit - no refund will be paid for services provided through the end of the month in which the 30 day cancellation notice ends. Thereafter, no further debits will be made. Should any debit be made inadvertently or in error, such amounts will be refunded to the VISA card, in full, immediately.

For accounts paid annually, fees paid will be refunded for the balance of the unexpired listing but in no case will more than three quarters (75%) of the amounts paid be refunded. In other words, the first 3 months of the listing is non-refundable.

If you pay us using VISA we are required to credit your VISA account with any refund amounts. If you pay us by check, money order or other non-credit card means, we'll send you a refund check, directly.

**Terms of Duration of Service:**

Service will be provided as long as your account is maintained and kept current in payments required for the service which you selected. Notwithstanding positive payment history, 360 Boating reserves the right to terminate Service at any time in the event of excessive or abusive use, or breach of any of the provisions of this Terms of Use as may be determined in the sole discretion of 360 Boating.

**No Spam:**

You agree not to use any materials residing on the 360 Boating website(s) for the purpose of unsolicited email, usenet, message board postings, or similar methods of mass messaging ("Spam"). We will immediately and permanently terminate the account of any User who has used any materials residing on the 360 Boating website(s) in unsolicited email. In addition, you may be subject to state/provincial and federal penalties and other legal consequences under applicable law if you send unsolicited email. Our anti-Spam policy is intended to protect our users, the Internet and us.

**Indemnification:**

You agree to indemnify and hold 360 Boating, its affiliates, owners, officers, directors and employees harmless from any claim, action, demand, loss, or damages (including attorney's fees) made or incurred by any third party arising out of or relating to your use of the Service.

**Arbitration:**

Any controversy or claim arising out of or relating to this Agreement or the provision of Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

**Correct E-mail:** You agree that you have access to the Internet and to a current e-mail address. You have sole responsibility for providing 360 Boating with a correct and operational e-mail address. 360 Boating will not be liable for any undelivered e-mail communications or costs you incur for maintaining Internet access and an e-mail account. You agree to promptly notify 360 Boating of any change in your e-mail or postal mailing address.

**Electronic Billing:**

360 Boating will communicate with you regarding all financial matters and will provide you with all requisite billing, invoices and receipts by e-mail electronic transmission to your listed e-mail address ("Electronic Invoicing"). All such electronic invoicing shall be and you hereby agree thereto (a) sufficient and binding upon you for payment when sent to you via your listed e-mail address, (b) be and remain payable notwithstanding that your listed e-mail address is not accessible due to any interruption of internet service or circumstance whatsoever beyond the control of 360 Boating, including but not limited to cancellation by you or your internet service provider of your internet access for any reason.

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