

eSeaClear Terms of Use

This Agreement sets forth the terms and conditions that apply to your access and use of the Internet web site located at www.eseaclear.com ("eSeaClear") (and all related web pages), owned and operated by eSeaClear Inc. an Antigua and Barbuda corporation. By using eSeaClear you agree to be bound by the terms and conditions of this Agreement and eSeaClear's Privacy Policy.

eSeaClear Inc. may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on eSeaClear's web site. In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and hereby agree to be bound by any changes to the Agreement when you use the Service after those changes are posted.

Accepting the Terms

By using the information, tools, features and functionality located on eSeaClear (together the "Service"), you are bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the eSeaClear web site) or you are a "User" (which means that you have registered with eSeaClear). The term "you" or "User" refers to a Visitor or a User. The term "we" refers to eSeaClear Inc. If you wish to become a User or make use of the Service, you must read this Agreement and indicate your acceptance during the registration process.

You may not use the Service and you may not accept this Agreement if you are not of a legal age to form a binding contract with eSeaClear Inc.

If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind such entity. Before you continue, you should print or save a local copy of this Agreement for your records.

Privacy and your Personal Information

For information about eSeaClear Inc.'s data protection practices, please read the eSeaClear Privacy Policy which forms part of this Agreement. This policy explains how eSeaClear Inc. treats your personal information when you access eSeaClear and use the Service. The policy may be updated from time to time at our discretion. Changes will be effective upon posting to the web site.

Description of the Service

The Service allows Users to manage vessel, firearm, passenger and crew information ("Voyage Information"), and facilitate the advance notification of arrivals and departures and provide Voyage Information to government

authorities in participating countries ("Voyage Notification"). Publishing pre-arrival notifications using eSeaClear should make government clearance formalities fast and easy for Users. As part of the Service, eSeaClear Inc. reserves the right to provide promotional material related to the Service, travel, tourism and yachting to Users via eSeaClear (based on anonymous vessel movement information).

Your Account Information

You are responsible for maintaining the confidentiality of your password which, together with your email address, allow you to access the Service. That username and password together with other contact information you provide is your "Account Information."

By providing us with your email address, you will receive all required notices electronically to that email address, including the account activation email. It is your responsibility to update or change that address, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the email or through a link to the appropriate page on our web site, accessible through any standard, commercially available internet browser.

If you become aware of any unauthorized use of your Account Information, you will notify eSeaClear Inc. immediately at the email address support@eseaclear.com.

Your Use of the Service

Accurate records enable eSeaClear Inc. to provide the Service to you. As a condition of your use of the Service, you represent, warrant and covenant that:

- a. you are at least 18 years of age;
- b. you possess the legal authority to create a binding legal obligation;
- c. you will use the Service only in strict accordance with this Agreement;
- d. you will only use the Service to make legitimate notifications for you or for other persons for whom you are legally authorized to act; including, but not limited to, providing personal information about persons who are crew or passengers aboard any ship;
- e. you will inform such other persons about the terms and conditions that apply to the notifications you have made on their behalf, including all rules and restrictions applicable thereto;
- f. all information supplied by you is true, accurate, current and complete; and
- g. you will safeguard your account information and Account Information and will supervise and be completely and solely responsible for any use of your account by you or anyone other than you.

We have the right, at our sole discretion, to deny anyone access to the Service at any time and for any reason, including, but not limited to, for a violation of this Agreement.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that eSeaClear Inc. , in its sole discretion, may elect to take. We do not guarantee access to or use of the Service.

Submissions and Other Transmissions

You agree that eSeaClear Inc. may use your feedback, suggestions, or ideas (collectively, "Submissions") in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You hereby transfer, assign, and convey to eSeaClear Inc. all rights, title and interest to such Submissions.

You acknowledge and agree that Submissions are non-confidential and non-proprietary to you. We take no responsibility and assume no liability for any Submissions posted or submitted by you. We have no obligation to use your Submissions or post your comments; we reserve the right in our absolute discretion to determine which Submissions are used by eSeaClear and which comments are published on eSeaClear. If you do not agree to these terms and conditions, please do not provide us with any Submissions.

You are fully and solely responsible for all the content of your Submissions. You are prohibited from using the Service to post or transmit: (a) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (b) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or service); and (c) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be fully and solely liable to any third party and to us for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to eSeaClear.

Rights You Grant to Us

Without limiting the provision related to Submissions, by submitting Voyage Information and other content to eSeaClear Inc. through the Service, you are licensing that content to eSeaClear Inc. solely for the purpose of providing the Service. eSeaClear Inc. may use and store the content, but only to provide the Service to you. You grant to us the right to provide it to the applicable government authorities for the purposes of the Service. By submitting Voyage Information and other content to eSeaClear Inc., you represent and warrant that you are entitled to submit it to eSeaClear Inc. for use for this purpose, without any obligation by eSeaClear Inc. to pay any fees or other limitations. eSeaClear is not liable or responsible, and has no

control or authority over any and all use which a government agency or authority may make of any materials, content or information provided by you while using the Service.

Prohibited Activities

The content and information in the Service, as well as the infrastructure used to provide such content and information, is proprietary to us or our suppliers and providers. You agree not to modify, copy, distribute, transmit, display, reverse engineer, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through the Service. Additionally, you agree not to: (a) use the Service or its contents for any commercial purpose; (b) make any speculative, false, or fraudulent notification; (c) access, monitor or copy any content or information of the Service using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission; (d) violate the restrictions on the Service or bypass or circumvent other measures employed to prevent or limit access and or to the Service; (e) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (f) deep-link to any portion of the Service (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; or (g) "frame", "mirror" or otherwise incorporate any part of the Service into any other web site without our prior written authorization.

ESEACLEAR INC. DOES NOT WARRANT OR GUARANTEE THAT BY USING THE SERVICE YOU WILL HAVE COMPLIED WITH ALL NECESSARY LAWS AND REQUIREMENTS OF THE JURISDICTION THAT YOU WISH TO ENTER. IT IS YOUR SOLE RESPONSIBILITY AND OBLIGATION TO ENSURE THAT YOU AND OTHERS ABOARD HAVE ALL NECESSARY VISAS AND OTHER TRAVEL DOCUMENTS AND PERMISSIONS TO LEGALLY ENTER A JURISDICTION. THE USE OF THE SERVICE DOES NOT GUARANTEE YOUR ACCEPTANCE TO ENTER INTO ANY JURISDICTION.

Disclaimer of Representations and Warranties

The content and all services and products associated with the Service or provided through the Service are provided to you on an "as is" and "as available" basis. eSeaClear Inc. makes no representations or warranties of any kind, express or implied, as to the content or operation of eSeaClear or of the Service. You expressly agree that your use of the Service is at your sole risk.

eSeaClear Inc. makes no representations, warranties or guarantees, express or implied, regarding the accuracy, reliability or completeness of the content on eSeaClear or of the Service, or of the content of any third party web site or information, and expressly disclaims any warranties of non-infringement or fitness for a particular purpose. eSeaClear Inc. makes no representation, warranty or guarantee that the content or services that may be available

through the Service are free of infection from any viruses or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, surreptitiously intercept or expropriate any system, data or personal information.

eSeaClear Inc. makes no representations, warranties or guarantees, express or implied, as to the use, disclosure, retention or destruction of your information, including personal information, by any government authority to whom you submit a Voyage Notification. eSeaClear Inc. is not responsible for the acts or omissions of any government authority.

Limitations on eSeaClear Inc.'s Liability

In no event shall eSeaClear Inc. be responsible or liable to you or to any third party, whether in contract, warranty, tort (including negligence) or otherwise, for any indirect, special, incidental, consequential, exemplary, liquidated or punitive damages, or damages of economic loss, loss of profit, revenue or business, arising in whole or in part from your access to eSeaClear, your use of the Service or this Agreement, even if eSeaClear Inc. has been advised of the possibility of such damages. Notwithstanding anything to the contrary in this Agreement, eSeaClear Inc.'s liability to you for any cause whatever and regardless of the form of the action, will at all times be limited to US \$500.00 (five hundred United States dollars).

You agree that the limits on eSeaClear Inc.'s liability are a reasonable allocation of risk between you and eSeaClear Inc. and that they are a fundamental term of this Agreement and an essential basis on which the parties entered into this Agreement.

Without limiting the generality of the foregoing, in no event shall eSeaClear Inc. be responsible or liable to you or to any third party for any indirect, special, incidental, consequential, exemplary, liquidated or punitive damages, or damages of economic loss, loss of profit, revenue or business, arising out of the use, storage, retention or disclosure of your information by government authorities that have received your Voyage Notification.

Your Indemnification of eSeaClear Inc.

You shall defend, indemnify and hold harmless eSeaClear Inc. and its affiliates, and their officers, directors, shareholders, licensors, partners, agents, and employees, from and against all claims and expenses, including but not limited to attorneys' fees, in whole or in part arising out of or attributable to any use or non-use of the Service or any breach of this Agreement by you.

Ending your relationship with eSeaClear Inc.

This Agreement will continue to apply until terminated by either you or eSeaClear Inc. as set out below. If you want to terminate your use of the Service, you may do so by closing your account for the Service, as follows:

1. Login to your eSeaClear account.
2. Click the Account link.
3. Click the "DELETE MY ACCOUNT" button.
4. Click the "YES" button to confirm.
5. Your account will be closed and your ability to log in deactivated immediately. Your eSeaClear account data will be removed within 48 hours (subject to our Privacy Policy).

In addition, eSeaClear Inc. may, at any time, immediately suspend or cease providing the Service to you for any reason. In addition, you will be notified by eSeaClear Inc. of such suspension or termination:

- a. if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement); or
- b. if eSeaClear Inc., in its sole discretion, believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful).

Governing Law and Forum for Disputes

This Agreement, and your relationship with eSeaClear Inc. under this Agreement, shall be governed by the laws of Antigua and Barbuda without regard to its conflict or choice of laws provisions. Any dispute with eSeaClear Inc., or its officers, directors, employees, agents or affiliates, arising under or in relation to this Agreement shall be settled under the Rules of Arbitration of the International Chamber of Commerce ("Rules"), except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case eSeaClear Inc. may seek such relief in any court with jurisdiction over the parties. One arbitrator shall be appointed in accordance with the Rules. The place of arbitration shall be Antigua and Barbuda and the language of the arbitration shall be English. The decision of the arbitrator shall be final and binding between the parties. The arbitration shall be completely private and confidential. The fees and expenses of the arbitrator shall be borne equally between the parties to the dispute.

You also acknowledge, agree and understand that, with respect to any dispute with eSeaClear Inc., its affiliates, and their respective officers, directors, employees or agents, arising out of or relating to your use of the Service or this Agreement:

- YOU HEREBY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and
- YOU HEREBY GIVE UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT [INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS] INVOLVING ANY SUCH DISPUTE.

General

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

If eSeaClear Inc. does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which eSeaClear Inc. has the benefit of under any applicable law), this is not a formal waiver of eSeaClear Inc.'s rights and that those rights or remedies will still be available to eSeaClear Inc.

All covenants, agreements, indemnities, representations and warranties made in this Agreement shall survive your acceptance of this Agreement and the termination of this Agreement. All limits of liability, governing laws, disclaimers of warranties, indemnities, submissions, warranties by you and general clauses survive the expiration or termination of this Agreement.

This Agreement and the Privacy Policy represent the entire understanding and agreement between you and eSeaClear Inc. regarding the subject matter of the same, and supersedes and replaces all other previous agreements.

Any rights not expressly granted herein are reserved.