

Gear Vault Mobile App Terms and Conditions

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1. GENERAL

1.1. By installing the Application (as defined below), you agree to be bound by these terms of use ("app terms"). Please review them carefully before installation and/or acceptance.

2. DEFINITIONS

The "Application" shall mean the software provided by Sustainable Seas Technology, INC, Inc. To offer services related to the Application, Sustainable Seas Technology, INC's services, and Sustainable Seas Technology, INC's partners' services, to be used on mobile devices and any upgrades from time to time and any other software or documentation which enables the use of the Application.

3. DATA POLICY

3.1 Any personal information you supply to Sustainable Seas Technology, INC when using the Application will be used by Sustainable Seas Technology, INC in accordance with its Privacy Policy which can be viewed on our webpage.

3.2 The application may contain chart images and marine data overlays. Your use of this imagery and data is limited to the manner, form, format, and appearance as it is provided by the Application. You may not, nor may you allow others to, copy, distribute, display, alter, or otherwise use this data as it is provided to you through the Application. Sustainable Seas Technology, INC reserves the sole right and discretion to determine whether your submission of photographic images through the Application is in conformance with this Section, and also reserves the right to terminate or suspend your access to any such imagery and data at any time for any reason, without notice.

3.3 Data you provide using the Application will be used to help identify, mark, detect, review, and localize submerged subsea buoy retrieval. You agree that the Data is restricted in its use towards those ends, including the use of the Data by Federal and State regulatory agencies, compliance and law enforcement agencies, conservation non-profit and research organizations, and other 3rd parties that Sustainable Seas Technology, INC, Inc., at its sole discretion, deems appropriate. In accepting these terms of use, you agree that Sustainable Seas Technology, INC reserves all rights to such use of this Data on a perpetual basis, without limitation.

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4.2. Sustainable Seas Technology, INC hereby grants you a worldwide, non-exclusive, royalty-free revocable license to use the Application for your use in accordance with these app terms

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5. CONDITIONS OF USE

5.1. You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Application (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; or (iii) create derivative works of the Application of any kind whatsoever.

5.2. The Application is currently made available to you free of charge for your personal, non-commercial use. Sustainable Seas Technology, INC reserves the right to amend or withdraw the Application, or charge for the application or service provided to you in accordance with these app terms, at any time and for any reason.

5.3. You acknowledge that the terms of agreement with your respective mobile network provider ("Mobile Provider") will continue to apply when using the Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Application or any such third-party charges as may arise. You accept responsibility for any such charges that arise.

5.4. If you are not the bill payer for the mobile telephone or handheld device being used to access the Application, you will be assumed to have received permission from the bill payer for using the Application.

5.5 THE APPLICATION IS NOT INTENDED FOR NAVIGATIONAL USE AND SHOULD NOT BE RELIED UPON FOR SUCH PURPOSE. ALWAYS NAVIGATE BY REFERENCE TO A CURRENT NAVIGATIONAL CHART OR MAP. IN NO EVENT SHALL SUSTAINABLE SEAS TECHNOLOGY, INC OR ANY ORGANIZATION THAT HAS BEEN INVOLVED WITH THE APPLICATION IN ANY WAY HAVE ANY LIABILITY ARISING OUT OF ANY NAVIGATIONAL USE OF ANY OF THE PRODUCTS. SUSTAINABLE SEAS TECHNOLOGY, INC AND ITS PARTNERS ARE NOT LIABLE FOR ANY INCORRECT DATA PROVIDED BY NOAA OR OTHER DATA PROVIDERS SUPPLYING 3RD PARTY MAPS, CHARTS OR OTHER GEO-BASED DATUM. UNDER NO CIRCUMSTANCES SHALL SUSTAINABLE SEAS TECHNOLOGY, INC OR ITS PARTNERS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE APPLICATION

5.6 THE APPLICATION IS NOT INTENDED TO REPLACE POSTED SPEED AND SAFETY ZONES BY PUBLIC LAW ENFORCEMENT AGENCIES. YOU AGREE THAT THE APPLICATION WILL BE USED SOLELY AS AN INFORMATIONAL TOOL DESIGNED TO COMPLEMENT, NOT REPLACE SUCH POSTINGS BE THEY PHYSICAL

SIGNS, POSTINGS ON GOVERNMENT AND LAW ENFORCEMENT WEB-SITES OR OTHER ELECTRONIC MESSAGE FORMATS.

5.7 IT IS A CRIMINAL OFFENSE TO PROVIDE INFORMATION TO LAW ENFORCEMENT OFFICIALS AND AGENCIES THAT YOU KNOW IS INCORRECT, FALSE OR MISLEADING. UNDER NO CIRCUMSTANCES WILL YOU USE THE APPLICATION TO SUPPLY INCORRECT, FALSE OR MISLEADING INFORMATION. SUSTAINABLE SEAS TECHNOLOGY, INC RESERVES THE RIGHT TO TERMINATE YOUR USE OF THE APPLICATION AND REPORT YOU TO THE APPROPRIATE AUTHORITIES IN THE EVENT THAT YOU HAVE USED THE APPLICATION IN VIOLATION OF THIS SECTION.

5.8 Sustainable Seas Technology, INC reserves the right to release subsequent versions of the Application. Sustainable Seas Technology, INC may modify the Terms of Use at any time with or without notice, and if a modification is unacceptable to you, you may cancel the Application by removing or deleting the Application from your smart phone. If you continue to use the Application, you will be deemed to have accepted the modifications.

6. TERMINATION

6.1. Sustainable Seas Technology, INC may terminate use of the Application at any time by giving notice of termination to you.

6.2. Upon any termination, (a) the rights and licenses granted to you herein shall terminate; (b) you must cease all use of the Software;

7. LIMITATION OF LIABILITY

In summary, the disclaimer below states you cannot depend on this app with your life, you should not use it as your primary navigation tool, and it's not the fault of the developers if you get hurt or lost.

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7.2. Neither Sustainable Seas Technology, INC nor its partners is liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.

7.3 YOU EXPRESSLY UNDERSTAND AND AGREE THAT Sustainable Seas Technology, INC AND ITS PARTNERS, THEIR SUBSIDIARIES AND AFFILIATES, AND Sustainable Seas Technology, INC'S LICENSORS AND THEIR SUPPLIERS, WILL NOT BE LIABLE TO YOU FOR: ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS).

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