

eBoatCharters.com Inc.
AGREEMENT OF TERMS OF USE

This Agreement of Terms of Use (this "Agreement") is made as of this day, by and between eBoatCharters.com, a Florida corporation ("eBoatCharters"), and you. This Agreement sets forth the terms and conditions that apply to your access and use of the Internet websites owned and operated by eBoatCharters and its affiliates, including, but not limited to, the website located at URL eBoatCharters.com ("eBoatCharters.com"). By visiting, using and/or submitting information to eBoatCharters.com, you agree to be bound by the terms and conditions of this Agreement and eBoatCharters' Privacy Policy located at <http://www.eboatcharters.com/privacypolicy.htm> ("Privacy Policy"), including any changes or revisions to this Agreement, and eBoatCharters' Privacy Policy, which eBoatCharters, in its sole discretion, may make in the future. If you do not agree with the terms and conditions of this Agreement and eBoatCharters' Privacy Policy, please do not access or use eBoatCharters.com.

Your Compliance with this Agreement

You represent that you have the capacity to be bound by this Agreement, or if you are acting on behalf of a company or other entity, you have the authority to bind such company or entity. In order to determine your compliance with this Agreement, eBoatCharters may monitor your access and use of eBoatCharters.com in accordance with eBoatCharters' Privacy Policy.

Your Access and Use of eBoatCharters.com

Your right to access and use eBoatCharters.com is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use eBoatCharters.com for lawful purposes and pursuant to the terms and conditions of this Agreement and eBoatCharters' Privacy Policy.

Your access and use of eBoatCharters.com 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 eBoatCharters.com or other actions that eBoatCharters, in its sole discretion, may elect to take. eBoatCharters reserves the right to suspend or discontinue the availability of eBoatCharters.com and/or any portion or feature of

eBoatCharters.com at any time in its sole discretion and without prior notice.

Any action by you that, in eBoatCharters' sole discretion: (i) violates the terms and conditions of this Agreement and/or eBoatCharters' Privacy Policy; (ii) restricts, inhibits or prevents any access, use or enjoyment of eBoatCharters.com; or (iii) through the use of eBoatCharters.com, defames, abuses, harasses, offends or threatens, shall not be permitted, and may result in your loss of the right to access and use eBoatCharters.com. You shall not metatag, provide links to or frame eBoatCharters.com without the prior express written permission of eBoatCharters.

Your Registration with eBoatCharters.com

Certain features of eBoatCharters.com are accessible only to registered users ("Registered Users"). The right to register with eBoatCharters.com and to be issued a username and password by eBoatCharters is available only to those individuals who provide to eBoatCharters the requested accurate, complete and current personal information.

Booking Venue

eBoatCharters.com may act as a venue (the "Booking Venue"), facilitating the ability of suppliers of boat related products ("Suppliers") to advertise and sell, and the ability of Registered Users to purchase, certain boating related services, such as boat charters, motor yacht charters, sailboat charters, captain services, crew services, fishing trips, diving trips and other related services (the "Services"). You must be a Registered User to use the Booking Venue.

Through the Booking Venue, eBoatCharters may make advertisements and hyperlinks of Suppliers available for online search and viewing by Registered Users, and may facilitate the booking and/or purchase of Supplier's Services by Registered Users by credit card or other online payment method, which will be managed and processed by a third party payment processing company (the "Payment Company"). eBoatCharters.com may allow Registered Users to make payments to Suppliers for Services, through the Payment Company. eBoatCharters holds the sole and exclusive right to choose the Payment Company, and you hereby acknowledge and agree that eBoatCharters and its affiliates are not and shall not be responsible for the accuracy or suitability of any payments made through the Payment Company on eBoatCharters.com.

You hereby acknowledge and agree that eBoatCharters and its affiliates are not involved in the actual transactions between Registered Users and Suppliers, and, as a result, eBoatCharters and its affiliates have no control over the quality, safety or legality of the Suppliers' Services or the truth and accuracy of Supplier's advertisements. eBoatCharters is not responsible for the quality, accuracy, correctness, timeliness, or other aspect of any information you, Registered Users and/or Suppliers submit to eBoatCharters and/or eBoatCharters.com. eBoatCharters shall not be responsible for any double bookings, necessary refunds, rain checks or other such issues related to the Services, and shall not be liable for any mistakes, inaccuracies, deficiencies, failures or other problems associated or relating to the Services. eBoatCharters shall not be liable for any mistakes, inaccuracies, deficiencies, failures or other problems associated or relating to the dates posted and/or provided by Suppliers as available for Services (the "Available Dates") or the display of such Available Dates on eBoatCharters.com. eBoatCharters does not make any representations or warranties regarding the use or results of using eBoatCharters.com and/or the Services pursuant to this Agreement. eBoatCharters.com, including, without limitation, the Booking Venue, is provided "as-is" and without warranty of any kind, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose.

Fees

Visiting eBoatCharters.com and searching for listed suppliers as a Registered User through eBoatCharters.com's Booking Venue is free. We may, however, charge Registered Users for each transaction occurring between the Registered User and a Supplier through eBoatCharters.com. The Payment Company may also charge Suppliers and/or Registered Users fees for managing and processing payments on eBoatCharters.com. eBoatCharters may, in its sole discretion, change some or all of the services provided on eBoatCharters.com at any time. In the event that eBoatCharters introduces a new service, the fees for that service shall be effective at the launch of that service. Registered Users and Suppliers are responsible for paying all fees and taxes, as applicable, associated with using eBoatCharters.com and the services provided for on eBoatCharters.com.

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Immediately report problems or concerns regarding third party transmissions through eBoatCharters.com to eBoatCharters at customer@eboatcharters.com

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You shall not transmit, submit or post the following to eBoatCharters.com:

- Information that infringes eBoatCharters' or any third party's copyright, patent, trademark, trade secret or other proprietary rights;
- Information that violates any law, statute, ordinance or regulation;

- Information that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar, or otherwise injurious to eBoatCharters or third parties or that infringes on eBoatCharters' or any third party's rights of publicity or privacy;
- Information that contains any viruses, worms, Trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- Information containing or constituting chain letters, mass mailings, political campaigning, or any form of "spam";
- Information that is false, inaccurate or misleading;
- Commercial advertisements or solicitations without written permission from eBoatCharters; or
- Federally Trademarked and/or Copyrighted information without written permission from eBoatCharters.

Although eBoatCharters does not regularly review your transmissions, submissions or postings, eBoatCharters reserves the right (but not the obligation) to edit, refuse to post or remove your transmissions, submissions or postings. Pursuant to eBoatCharters' Privacy Policy, eBoatCharters may review transmissions, submissions or postings made by you to determine, in its sole discretion, your compliance with this Agreement.

eBoatCharters' Intellectual Property Rights

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You shall be solely responsible for any damage resulting from your infringement of eBoatCharters' or any third party's intellectual property rights regarding the Trademarks, the Content, the Collective Work, the Software and/or any other harm incurred by eBoatCharters or its affiliates as a direct or indirect result of your copying, distributing, redistributing, transmitting, publishing or using the same for purposes that are contrary to the terms and conditions of this Agreement.

Your Use of the Content

Without the prior written consent of eBoatCharters, you may only print, download or otherwise use the Content and the Collective Work in the form of: (i) one machine-readable copy; (ii) one backup copy; and (iii) one print copy, for your non-commercial use; provided, however, that you shall not delete any proprietary notices or materials with regard to the foregoing manifestations of the Content and the Collective Work. You may not modify the Content or the Collective Work or utilize them for any commercial purpose or any other public display, performance, sale, or rental, decompile, reverse engineer, or disassemble the Content and the Collective Work, or transfer the Content or the Collective Work to another person or entity.

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Your Responsibility for Equipment and Related Costs

You are responsible for obtaining and maintaining all telephone, computer hardware, Internet access

services and other equipment or services needed to access and use eBoatCharters.com, and all costs and fees associated with Internet access or long distance charges incurred with regard to your access and use of eBoatCharters.com.

Third Party Links

There may be provided on eBoatCharters.com links to other websites belonging to eBoatCharters' advertisers, business partners, affiliates and other third parties. Such links do not constitute an endorsement by eBoatCharters of those websites, nor the products or services listed on those websites. eBoatCharters is not responsible for the activities or policies of those websites.

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Limitations on eBoatCharters' Liability

EBOATCHARTERS SHALL IN NO EVENT BE RESPONSIBLE TO, OR LIABLE TO, YOU, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) YOUR BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) YOUR ACCESS AND USE OF EBOATCHARTERS.COM; (III) YOUR INABILITY TO ACCESS OR USE EBOATCHARTERS.COM FOR ANY REASON; (IV) YOUR DOWNLOADING OF ANY OF THE CONTENT OR THE COLLECTIVE WORK FOR YOUR USE; OR (V) YOUR RELIANCE UPON OR USE OF THE CONTENT OR THE COLLECTIVE WORK, EVEN IF EBOATCHARTERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you.

Your Indemnification of eBoatCharters

You shall defend, indemnify and hold harmless eBoatCharters and its officers, directors, shareholders, employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by you; (ii) your failure to provide accurate, complete and current personally identifiable information requested or required by eBoatCharters; (iii) your access or use of eBoatCharters.com; and/or (iv) access or use of eBoatCharters.com under any password that may be issued to you.

Amendments of this Agreement

eBoatCharters reserves the right to update, amend and/or change this Agreement at any time in its sole discretion and without notice. Updates to this Agreement will be posted here. You are encouraged to revisit this Agreement from time to time in order

to review any changes that have been made. eBoatCharters' last update was 04/11/05. Your continued access and use of eBoatCharters.com following the posting of any such changes shall automatically be deemed your acceptance of all changes.

eBoatCharters' Remedies

You acknowledge that eBoatCharters may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by you, eBoatCharters shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement.

For purposes of this Section, you agree that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the courts of record of Palm Beach County, Florida, or the United States District Court, Southern District of Florida. You consent to the jurisdiction of such court and waive any objection to the laying of the venue of any such action or proceeding in such court. You agree that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

Governing Law; Arbitration

This Agreement is to be governed by and construed in accordance with the internal laws of the State of Florida, without regard for principles of conflicts of laws. Any civil action, claim, dispute or proceeding arising out of or relating to this Agreement, except for an injunctive action regarding a breach or threatened breach of any provision of this Agreement by you as provided above, shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association in Palm Beach County, Florida. The arbitrator shall be selected by you and eBoatCharters, and if you and eBoatCharters are unable to reach agreement on selection of the arbitrator within thirty (30) days after the notice of arbitration is served, then the arbitrator shall be selected by the American Arbitration Association.

Arbitration shall not commence until the party requesting it has deposited One Thousand Dollars (\$1,000.00) with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon you and eBoatCharters and your and eBoatCharters' respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction. Notwithstanding the previous sentence, in no event shall either you or eBoatCharters be entitled to punitive damages and both you and eBoatCharters hereby waive your and eBoatCharters' respective rights to any punitive, special, indirect or consequential damages, including, but not limited to, damages for any loss of profit, revenue or business.

Miscellaneous

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.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

All covenants, agreements, representations and warranties made in this Agreement, as may be amended by eBoatCharters from time to time, shall survive your acceptance of this Agreement.

This Agreement and eBoatCharters' Privacy Policy located at the URL <http://www.eboatcharters.com/privacypolicy.htm> represent the entire understanding and agreement between you and eBoatCharters regarding the subject matter of the same, and supersede all other previous agreements, understandings and/or representations regarding the same.

If you have questions, comments, concerns or feedback regarding this Agreement or eBoatCharters.com, please contact us via any of the methods set forth below:

- Via telephone: (561) 427-7213
- Via email: customer care@eboatcharters.com