

Website Customer Service Terms of Use

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Use of this Site

By accepting these Terms of Use through your use of the Site, you certify that you are eighteen (18) years of age or older. If you are under eighteen (18), you may use the Site only with involvement and consent of a parent or guardian.

NSS reserves the right to refuse service or access to this Site to anyone. NSS also reserves the right to remove or edit the content of this Site in their sole discretion.

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Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, "overloading", "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. NSS will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You further agree, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from NSS on this Site and other than generally available third party web browsers (e.g., Firefox, Internet Explorer, Chrome, or Safari).

You may not misrepresent your identity or impersonate any other person or entity.

Content Information

You understand that by using this Site or any services provided on the Site, you may encounter content that may be deemed by some to be offensive, indecent, or objectionable, which content may or may not be identified as such. You agree to use the Site and any service at your sole risk and that NSS, its suppliers, affiliates, subsidiaries, subcontractors, vendors, and/or third party service providers, shall have no liability to you for content that may be deemed offensive, indecent, or objectionable.

You agree that any content you may generate or add to or through the Site shall: be true and accurate; will comply with all applicable laws or regulations; not be submitted for any unlawful purpose; not violate the rights of any third party; not cause injury to any person or entity; not contain any profane or obscene content; not contain or be any form of malware, "spam", or commercial solicitation; and, be in conformity with the Terms of Use contained herein. You will solely be responsible for any user generated content and NSS assumes no liability for any content submitted by you.

Unlawful or Prohibited Uses of Site

Your use of this Site must comply with any and all applicable laws and shall not be for any unlawful purpose. You agree that your use or access of this Site shall be in accordance with the limited license granted to you in these Terms of Use. You warrant to NSS that you shall not use this Site for any purpose that is

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User Reviews, Feedback, Submissions

For all reviews, comments, feedback, postcards, suggestions, ideas, forum posts, and other submissions disclosed, submitted or offered to NSS on or through this Site, by e-mail, social media, telephone, or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the "Comments") you grant NSS a royalty-free, irrevocable, transferable right and license to use the Comments however NSS desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such Comments and/or incorporate such Comments into any form, medium or technology throughout the world.

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NSS does not regularly review posted Comments but does reserve the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Site. You grant NSS the right to use the name that you submit in connection with any Comments. You agree not to use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make, and you agree to indemnify NSS and its affiliates, subsidiaries, subcontractors, vendors and third party service providers for all claims resulting from any Comments you submit. NSS and its affiliates, subsidiaries, subcontractors, vendors and third party service providers take no responsibility and assume no liability for any Comments submitted by you or any third party.

Indemnification

You agree to defend, indemnify and hold harmless NSS and its affiliates, subsidiaries, employees, directors, officers, agents, subcontractors, vendors, third party service providers, and suppliers from and against any and all claims, damages, liabilities, losses, investigations, costs and expenses, including attorneys' fees, arising from or related to your use of this Site or any breach by you of your Agreement with NSS, including the Terms of Use and any user content submitted by you. NSS reserves the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with NSS if and as requested in the defense and settlement of such matter.

Digital Millennium Copyright Act Notice

Procedure for Making and Responding to Claims of Copyright Infringement:

It is the policy of NSS to respond to claims of copyright infringement. We will promptly process and investigate notices of alleged infringement by third parties and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the "DMCA"), where applicable.

Pursuant to the DMCA, notifications of claimed copyright infringement by third parties should be sent to NSS's Designated Agent. If you believe that your copyrighted work has been infringed under U.S. copyright law and is accessible on this Site, please notify us by contacting our Designated Agent. Even if you believe that the alleged infringing work was not posted by a third party, please send all notifications of claimed copyright infringement to NSS's Designated Agent listed below.

To be effective under the DMCA, notification of claims of copyright infringement by third parties must be a written communication to NSS Designated Agent that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit NSS to locate the material;
4. Information reasonably sufficient to permit NSS to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

NSS's Designated Agent for notice of claims of copyright infringement can be reached as follows:

By e-mail: info@nauticalsoftwaresolution.com

This contact information is only for reporting claims of copyright infringement. Contact information for other matters is provided elsewhere on this Site.

Upon receipt of a valid notification of alleged copyright infringement by a third party, NSS shall remove or disable access to the material identified in the notice, forward the written notification to the alleged infringer, and take reasonable efforts to notify the alleged infringer that it has removed or disabled access to this material.

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer or by NSS, if injured by relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

If a notice of copyright infringement has been filed against you, you may file a counter notification with the Designated Agent at the address listed above.

To be effective, a counter notification must be a written communication provided to NSS's Designated Agent that includes the following:

1. A physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located and that you will accept service of process from the complainant who provided the original notification or an agent of such person or entity.

If NSS receives a valid counter notification, it shall provide the complainant with a copy of the counter notification, inform the complainant that it will replace the removed material or cease disabling access to it in 10 to 14 business days from receipt of the counter notification, and replace the removed material or cease disabling access to it in 10 to 14 business days, provided that NSS has not received notice from the complainant that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on NSS's system.

You should be aware that the DMCA provides substantial penalties for a false counter notice filed in response to a notice of copyright infringement. Claimants who make misrepresentations in the counter notification statement may be liable for any damages, including costs and attorneys' fees, incurred by any copyright owner or copyright owner's authorized licensee, or by NSS, if injured by relying upon such misrepresentation in replacing the removed material or ceasing to disable access to it.

Termination

These Terms of Use are effective unless and until terminated by either you or NSS. You may terminate these Terms of Use at any time, provided that you discontinue any further use of this Site. NSS also may terminate these Terms of Use at any time and may do so immediately without notice, and accordingly deny you access to the Site, if in NSS's sole discretion, you fail to comply with any term or provision of these Terms of Use. Upon any termination of these Terms of Use by either you or NSS, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the Terms of Use or otherwise. The following sections shall survive any termination of these Terms of Use: "Comments," "Site Security," "Content Information," "Unlawful or

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Information or content available on this Site may describe goods and services that may not be available in certain jurisdictions. Any information available on this site regarding any goods or services which may be offered by NSS is not a representation that such goods and services would be available to you. You are responsible for contacting NSS to determine if a specific good or service is available to you.

Terms Regulating a Request for a Quote

You agree and warrant that by submitting a “Request for a Quote” the following terms and conditions shall apply:

- All information provided by you as your contact information shall be true and correct.
- You shall not provide false information or pretend to be someone else.
- You agree that you are a customer or potential customer of NSS and are requesting the quote in anticipation of making a purchase or engaging services from NSS.
- You specifically warrant and agree that you are not requesting a quote for the benefit of a competitor of NSS.
- You agree that any information provided by NSS in response to your request for a quote shall be treated as “Confidential Information” and subject to the maximum protection afforded under all applicable law for trade secrets and other proprietary information.
- You agree that you shall hold all Confidential Information provided to you by NSS in response to your request for a quote in confidence and shall not disclose such information to any third party or use it for your own benefit.
- You agree that you shall not reproduce or make copies of any information provided in response to a request for a quote.

Product and Services Conditions

As a Customer of NSS, you may enter a separate purchase and/or service agreement at the time of any such purchase or engagement of services. The purchase and/or service agreement may provide and describe the terms and conditions regarding your permitted use of the software, products, and services owned or provided by NSS or the services to be provided by NSS and any of its suppliers, affiliates, subsidiaries, subcontractors, vendors, and/or third-party service providers. To the extent applicable, the terms and conditions of any purchase and/or service agreement(s) are also incorporated into the of the Terms and Conditions of our Website.

While NSS strives to have an error free Website, we cannot promise or guarantee any content is accurate or complete, including any price information or product and/or service specifications which may be provided on or through the Website. NSS reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after a quote has been provided or after a purchase or service request has been submitted and accepted).

By providing us with your email address, you hereby agree that we may send you notices or other communications by e-mail rather than by postal mail.

General Information

You agree that this Agreement and your use of this Site are governed by the laws of the State of Georgia, USA. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in Cherokee County, Georgia, in all disputes (a) arising out of, relating to or concerning this Site and/or this Agreement, (b) in which this Site and/or this Agreement is an issue or a material fact, or (c) in which this Site and/or this Agreement is referenced in a paper filed in a court, tribunal, agency or other dispute resolution organization. Use of this Site is unauthorized in any jurisdiction that does not give full effect to all provisions of this Agreement, including without limitation this paragraph and the warranty disclaimers and liability exclusions above. NSS has endeavored to comply with all legal requirements known to it in creating and maintaining this Site but makes no representation that materials on this Site are appropriate or available for use in any particular jurisdiction. Use of this Site is unauthorized in any jurisdiction where all or any portion of this Site may violate any legal requirements

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This Agreement represents the complete understanding between you and NSS and supersedes all prior agreements and representations between the parties, you agree that NSS may at any time and without notice change the terms, conditions and notices under which this Site is offered. Your continued use of this Site shall be construed as an acceptance of any changes to the terms, conditions and notices under which this Site is offered.

You agree that no joint venture, partnership, employment or agency relationship exists between you and NSS as a result of this Agreement or your use of this Site. You may not transfer or assign any rights or obligations under this Agreement. NSS may transfer or assign its rights and obligations under this Agreement.

Statute of Limitations

You hereby agree that you shall provide NSS at least thirty (30) days' notice of any harm you allege to have suffered as a consequence of using this Site. Before seeking legal recourse for such alleged harm, you agree to give NSS at least thirty (30) days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action. You acknowledge and agree that this one-year period operates as a statute of limitations for all claims.

Links

This Site may contain links to other websites for information that NSS believes may be useful or interesting to you. NSS does not endorse and is not responsible for the content contained on these other websites. NSS makes no representations as to the accuracy of the content on the linked website. You acknowledge and agree that you shall be solely responsible for any interactions which you may have with these linked websites. You are encouraged to verify the information contained therein and review the linked websites terms of use and privacy policies. Your access and use of any information obtained from a linked website is at your own risk and subject to any additional terms or conditions which may be applicable by the linked websites.

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YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NSS SHALL NOT BE RESPONSIBLE FOR ANY ACTS, INCLUDING DEFAMATORY OR ILLEGAL CONDUCT, OF ANY THIRD PARTY ON THIS SITE. THE LIMITATIONS PROVIDED HEREIN SHALL BE TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW.

Third-Party Articles

From time to time the Site may contain articles or other information from third parties that we feel may be of interest to you. While we attempt to provide information that is accurate, we do not represent that all information contained in such articles or obtained from third parties is correct and the publishing of third party articles shall not in any event be deemed an endorsement by NSS of the material contained therein. The opinions contained in any such article are not necessarily the opinion of NSS.

Correction of Errors and Inaccuracies

The information on the Site may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have purchased and/or engaged NSS services). We apologize for any inconvenience this may cause you.

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You are hereby provided notice that parental control protections (filtering services, software, and computer hardware) are commercially available and may assist you in limited access to certain materials that may be harmful to minors. NSS does not endorse or recommend any specific product or service, however a list of select providers of such products is available at https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers.

Notices and Electronic Communications

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Notice for California Residents

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an email to info@nauticalsoftwaresolution.com. You may also contact us by writing to NSS Attn: Notices, 513 River Estates Parkway, Canton, GA 30115, or by calling us at 800.467.0982. California residents may reach the

Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Contact Us

If you have any questions, comments or concerns regarding NSS or your use of the Site, please contact us directly as provided herein with a detailed description. NSS values its customers and the visitors to this site.

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Email: info@nauticalsoftwaresolution.com

Changes to the Terms of Use

The Effective Date of this Agreement and these Terms of Use contained herein is October 2021. This Agreement was last updated on October 1, 2021. NSS reserves the right, at its sole discretion, to change or update the Terms of Use at any time. Any modifications will become effective when posted to the Site. We may or may not post notices on the Site when such changes or updates occur. Please check back periodically for changes to our Terms of Use.