

Terms & Conditions

INTRODUCTION:

This document is to provide you information about the online bill payment system offered to you on behalf of your Marina (the "Service") and the associated website (the "Site"). These terms and conditions set forth a legally binding agreement governing your use of the Site and the Service ("Agreement") and outline important conditions that apply to your use of the Site and the Service. By utilizing the Service, permitting any person to do so on your behalf, or utilizing the Service on someone else's behalf, you agree to these terms and conditions. If you do not agree to these terms and conditions, you must discontinue your access to the Site and not utilize the Service.

DEFINITIONS:

"Authorized User" is any individual which you allow to use the Service or access to your Funding Account.

"Auto Pay Payment" is a recurring Payment made by you on the Due Date for the amount shown on the Billing Statement.

"Biller" is the entity to which you instruct us to make a Payment on your behalf.

"Biller Account" means the account you have directly with the Marina related to the goods and / or services provided to you by the Marina.

"Billing Statement" is the statement typically sent by the Marina to you indicating, among other things, how much you owe for the provision of goods and / or services and the Due Date.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Due Date" is the date reflected on your Billing Statement when your payment is due; it is not the late payment date or inclusive of a grace period.

"Funding Account" is the checking account, savings account, or debit card account, held at FDIC or equivalent insured United States depository institutions, or credit card account from which Payments and fees, if any, will be debited and to which credits to you will be credited.

"Marina" is the marina or marina where you or your Authorized User use the Service

"Payment" is a payment transaction initiated by you through the Service.

"Payment Date" is the calendar day you elect for the Marina to receive the Payment and is also the day your Funding Account will be debited; provided that if the calendar day you elect falls on a non-Business Day, or after the daily cutoff time for the Service, the actual Payment Date and the actual date your Funding Account will be debited will be the immediately following Business Day. This date can be current or in the future.

"Payment Instruction" is the information provided by you (such as, but not limited to, Marina name, Marina Account number, and Payment Date) for a Payment to be made through the Service.

"Payment Wallet" is the Funding Account information you save (if any) for use in making future Payments.

"Recurring Payment" is a Payment made each calendar month on the date designated by you in an amount designated by you.

"Scheduled Payment" is a Payment that has been scheduled for a future date, but which has not yet begun processing.

"We," "us," and "our" refers to Marina and its third-party service providers.

"You" and **"your"** refer to the individual that is utilizing the Service.

ELIGIBILITY

The Site and the Service are offered only to individuals who can form legally binding contracts under applicable law and, with respect to Payments made using checking, savings, or debit cards, use bank accounts held at FDIC or equivalent insured United States depository institutions. Without limiting the foregoing, the Service is not offered to minors. Commercial entities, including without limitation commercial payment aggregators, may not use the Site or Service, with the exception that an authorized representative of a commercial entity who holds a Marina Account may use the Site or Service to initiate a Payment to such commercial entity's own Biller Account. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement. You agree to indemnify and hold us harmless for all costs and fees (including without limitation interchange fees and merchant fees) arising out of your violation of this Section.

PAYMENT AUTHORIZATION, PAYMENT REMITTANCE AND FEES:

You authorize us to follow the Payment Instructions received from you. When we receive a Payment Instruction from you, you authorize us to debit or charge your Funding Account for any Payment plus any related fees in effect at the time you initiate the Payment Instruction, and to remit funds on your behalf. **YOU ACKNOWLEDGE AND AGREE THAT A FEE MAY BE CHARGED TO YOU TO PROCESS PAYMENTS PURSUANT**

TO THIS AGREEMENT. ANY SUCH FEES WILL BE DISPLAYED TO YOU PRIOR TO FINALIZING THE PAYMENT INSTRUCTION. YOU HEREBY AGREE TO PAY ANY SUCH APPLICABLE FEES WHICH MAY BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED. You also authorize us to credit your Funding Account, if any Payments are returned to us because the processing of the Payment Instruction could not be completed. To process Payments more efficiently and effectively, we may edit or alter payment data or data formats. You certify that any Funding Account you add to your profile or otherwise utilize in connection with the Service is an account from which you are authorized to make payments, and any Payment you make using the Service will debit/charge a Funding Account that you are legally authorized to use. We will use reasonable efforts to complete your Payments properly. However, we shall incur no liability if the Service is unable to complete any Payments initiated by you because of the existence of any one or more of the following circumstances or other reasons identified in this Agreement:

1. If your Funding Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account.
2. If our payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction.
3. If you have not provided us with the correct Funding Account information, or other required information.
4. If your debit/credit card is expired.
5. If circumstances beyond our control (such as, but not limited to, fire, flood, or other acts of God, third party systems, or interference from an outside force) prevent the proper execution of the transaction; and/ or
6. If you failed to follow our instructions for the use of the Service.

Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Funding Account or cause funds from your Funding Account to be directed in a manner that does not comply with your Payment Instructions, our sole responsibility to you shall be to return the improperly transferred funds to your Funding Account or to direct any previously misdirected Payments to the Marina.

You are responsible for ensuring that there are sufficient funds available in your Funding Account to cover any amount you authorize for payment. If you do not have sufficient funds in your Funding Account, your Payment may not be processed. Your Payment may not be processed after a credit or debit card's expiration date, if it is not updated by you prior to such date, unless we are able to obtain updated information from your card issuer. You authorize us to receive such updated credit or debit card information where available.

In the event your Payment is not processed for any reason, including the failure to obtain an authorization from your card issuer or financial institution, or you have not

provided us with the correct information, your liability shall remain outstanding and unpaid, and you will be subject to all applicable penalties, late fees and interest charges assessed thereon, all which obligations remain your sole responsibility.

Any fees associated with your Funding Account, including without limitation any assessed by your financial institution or credit card issuer, will continue to apply. You are also responsible for all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider in connection with your utilization of the Service.

OVERPAYMENT ADJUSTMENT:

You agree that you shall not intentionally schedule a Payment more than the greater of (i) the amount due on the Billing Statement or (ii) the total balance owed on your account. You acknowledge that we may refuse to process any such overpayment or, we may adjust the Payment amount down to the amount due at time of payment processing as to avoid overpayments.

PAYMENT CANCELLATION REQUESTS:

You may be permitted to cancel or edit a Payment until such time as the processing of the Payment Instruction has begun. If permitted, there is no charge for canceling or editing a Payment prior to the processing of the Payment Instruction.

RETURNED PAYMENTS:

In using the Service, you understand that payments may be returned for various reasons, such as, but not limited to, the Marina Account number is not valid; we are unable to locate your Marina Account; or your Marina Account is paid in full. We will use reasonable efforts to research and correct the returned payment or void the payment and credit your Funding Account. You may receive notification regarding any such returned payments. You may be assessed fees by us or your financial institution as the result of any returns or insufficient funds related to your Funding Account, or charges refused by a card network.

PAYMENT WALLET

The Payment Wallet allows you to save your Funding Account for use in making future Payments. If you elect to use Payment Wallet, the following terms apply:

- 1. Adding Funding Accounts**, you authorize the addition of Funding Accounts to your profile when received from you. The first Funding Account that you add to your profile shall be your "Default Funding Account," unless you later designate a different Funding Account as your Default Funding Account. If your identity

cannot be verified satisfactorily, the Service may not allow you to add a specific type of Funding Account to your profile.

- 2. Funding Account Number and Expiration Date Changes** It is your sole responsibility, and you agree to ensure that the information maintained in your Payment Wallet is and remains accurate. If your Funding Account number changes or your credit or debit card expiration date changes, you agree to make updates to your Payment Wallet. You also authorize us to acquire such new or additional information regarding your accounts from our financial services partners and authorize the update of your Funding Account information accordingly. All changes made by you or acquired by us will be effective for future Payments paid using the Payment Wallet.

AUTO PAY PAYMENTS, RECURRING PAYMENTS, AND SCHEDULED PAYMENTS

You may have the option of enrolling for Auto Pay Payments or Recurring Payments. If you choose to enroll for either Auto Pay Payments or Recurring Payments also known as Batch Payment to be made by the Marina on your behalf, or if you initiate a Scheduled Payment an email and/or text message confirmation will be sent to you confirming that your enrollment or Payment Instruction has been received and whether it has been accepted. Please note the following:

1. Payments must be made by the Due Date, or you may be assessed a late fee.
2. We will deduct (i) for Auto Pay Payments, the amount due on the Due Date and (ii) for Recurring Payments that will be made by the Marina on your behalf and Scheduled Payments, the amount designated by you on the date you selected.
3. While enrolled in either Auto Pay Payments or Recurring Payments, you may receive email and/or text message confirmations of Payments charged to or debited against your Funding Account. It is your responsibility to update your email address and cell phone if you opt-in to receive text messages in your profile with your current contact information. We will not be responsible for email or text message confirmations that are not received because of delivery failures. (e.g., spam blockers or incorrect email address).
4. It is your sole responsibility to ensure that all Funding Account information is accurate, legitimate, and up to date to ensure proper authorization of your Payment. We will not be responsible for any payment processing errors or fees incurred if you fail to provide accurate Funding Account information.
5. You may terminate your participation in Auto Pay Payments and Recurring Payments online, in writing, or by calling the Marina's customer service department. It may take up to thirty (30) days to process termination requests.

COMMUNICATIONS TO YOU; ADDRESS OR BANKING CHANGES.

By providing us with a telephone number (including a mobile telephone number) and/or email address, you consent to receiving calls and/or text messages at that number, and/or emails from us for our everyday business purposes (including identity

verification). You authorize us to send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, payment receipt, or disclosure required to be provided orally or in writing to you. You agree to receive any electronic communication provided to you and will not attempt to avoid receiving any such communication. You are deemed to have received any electronic communication provided to you when they are made available to you. By providing us with a telephone number (including a mobile number), you consent to receiving autodialed and prerecorded message calls at that number for Service-related purposes. For example, we may contact you in connection with validating or processing a transaction that you've requested through the Service. You agree that we may provide notices to you by posting them on the Site, sending them to you through an in-product message within the Service, emailing them to an email address that you have provided, sending them via text message to any mobile number that you have provided, or by mailing them to any postal address that you have provided. For example, users of the Service may receive certain notices (such as notice of payments and alerts for validation and receipt of transfers of funds) as text messages on their mobile device. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. It is your sole responsibility to ensure that your contact information is accurate in the Service. We will not be responsible for communications that are not received by you because of delivery failures (e.g., spam blockers, incorrect email address or physical address, or incorrect mobile phone number).

Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device.

SECURITY

You agree not to give or make available your access or access credentials to the Service to any unauthorized individuals. You are responsible for all Payments you authorize using the Service or that are made using your access credentials. If you permit Authorized Users or other persons to use the Service, you are responsible for any transactions they authorize. If you believe that your access or access credentials to the Service has been lost, stolen, or otherwise compromised or that someone has transferred or attempted to transfer money without your permission, you must notify customer care at once. If you believe there have been any unauthorized transfers related to your Funding Account, you should notify Marina customer care department and /or your financial institution at once. See "Your Liability for Unauthorized Transfers."

INFORMATION AUTHORIZATION

You agree that the information you provide to facilitate a Payment, including your Funding Account information, may go through a verification process. You further agree that we may obtain financial information regarding your Funding Account from your financial institution (for example, to resolve payment posting problems, set transaction limits or for verification purposes).

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended from time to time by posting a revised version on the Site or providing a revised version to you by other means. You may be required to affirmatively accept the revised Agreement to continue using the Service. Regardless of whether you are so required, any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. The revised version will be effective at the time it is posted or otherwise provided to you unless a delayed effective date is expressly stated in the revision. Further, we may, from time to time, revise or update the Service applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. You authorize us to send or provide by electronic communication any notice, communication, amendment or replacement to the Agreement, or disclosure required to be provided orally or in writing to you. Your use of the Service may be terminated or suspended at any time for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

PAYMENT DISPUTES

If you dispute a Payment made from a Funding Account, you acknowledge that such dispute (including, but not limited to, chargeback or fraud) must be taken up with your issuing debit/credit card provider or financial institution. We are not responsible for any research or resolution of such payment disputes.

ARBITRATION:

For any claim (excluding claims for injunctive or other equitable relief) arising out of or relating to this Agreement, the parties must resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. The party commencing arbitration will initiate such arbitration through the American Arbitration Association ("AAA") or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses

unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state, and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

Notwithstanding this Arbitration section, in the event you are a commercial or corporate entity, including without limitation a commercial payment aggregator, we reserve the right to bring a claim against you outside of arbitration and in any forum.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. In the event of such replacement, all other terms of this Agreement shall remain in full force and effect. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under this Agreement, which instead shall be brought under the Arbitration clause set forth above.

EXCLUSIONS OF WARRANTIES / LIMITATION OF LIABILITY

In no event shall we or our service providers be responsible or liable for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalized settings; any viruses which may affect your computer equipment or other property on account of your access to, use of, or downloading from the Site or Service; or any third party's inability or refusal to authorize a Payment or any other acts or omissions of third parties not controlled by us.

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SITE OR SERVICE, AND OPERATION OF THE SITE OR SERVICE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW

THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. IN SUCH EVENT, OUR WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITE AND SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

IN NO EVENT SHALL WE OR OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR STOCKHOLDERS (COLLECTIVELY, "MARINA PARTIES") BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITE OR THE SERVICE OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR TORT DAMAGES OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF), REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE.

A MARINA PARTY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID THE MARINA FOR YOUR USE OF THE SERVICES IN THE PRIOR THREE (3) MONTHS; AND (B) THE SUM OF ONE HUNDRED (100) US DOLLARS.

SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY, IN SUCH STATES AND JURISDICTIONS, THE US PARTIES' LIABILITY TO YOU SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO THE ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY US TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES, EACH OF THESE PROVISIONS IS SERVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS, THE LIMITATIONS IN THIS SECTION AND THE SECTION ABOVE WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

INDEMNIFICATION

You agree to indemnify and hold harmless us and our affiliates, suppliers, service providers, licensors and contractors, and the officers, directors, owners, agents, employees, and contractors of each of these, from and against all loss, damage, liability, claim, demand, fees, costs, and expenses (including attorney's fees) arising out of your breach of this Agreement and/or your access to or use of the Site or the Service.

INTELLECTUAL PROPERTY

All marks and logos related to the Site and the Service are either trademarks or registered trademarks of the Marina or its service providers, or their respective affiliates or licensors. You may not copy, modify, translate, decompile, reverse engineer, reproduce, adapt, or disassemble the Site or the Service, both of which are the sole property of the Marina's service provider or the Marina's service provider's affiliates or their respective licensors. Except for your right to use the Site and Service in accordance with the terms hereof, which right may be revoked by us, you are not granted any rights of any kind in the Site, Service, marks, or logos, and we hereby reserve all such rights. The content accessed through the Site is the property of the applicable content owner and may be protected by applicable copyright or other law. Any downloading of material contained on the Site, or on any site linked to the Site, may be a violation of federal trademark or copyright laws.

ASSIGNMENT

You may not assign or transfer any rights or obligations you have under this Agreement to any other party without our prior written consent, which we may withhold in our sole discretion. We reserve the right to assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to affiliates, independent contractors, or other third parties.

NO WAIVER

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

ERRORS, QUESTIONS AND COMPLAINTS

In case of errors or questions about your transactions or Billing Statements, you should contact Marina customer care as soon as possible.

ENTIRE AGREEMENT

You agree that this Agreement (including without limitation the Privacy Policy set forth below) is the complete and exclusive statement of the agreement between you and us, and it supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement.

Privacy Notice

INTRODUCTION:

This Privacy Policy describes the types of "Personal Information" (information that is identifiable to a particular person) that is collected by Nautical Software Solution as a service provider to your Marina (directly or through its service providers) in connection with the Site and the Service as defined in the "Terms and Conditions for Service" above, and how that Personal Information is used, shared, and protected. Some of this information is required by U.S. federal or other law.

ELIGIBILITY:

The eligibility requirements for the Site and the Service are set forth above in the Eligibility section of the main body of the Agreement. We do not knowingly collect any Personal Information from or about individuals under 18 years of age. Please do not submit such information to us, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site and/or the Service, you represent that you agree to the terms of this Privacy Policy.

COOKIES, BROWSER INFORMATION AND RELATED ISSUES:

When you visit the Site, we may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other such information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service. We may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the Services. This data may be used, among other uses, to improve the operation of the Site and the Service. Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Such cookies are "session" cookies that are only used for a specific period during which you are on the Site (such as when you are going through the authentication process). The Site does not use "persistent" cookies (that stay on your computer after you have logged off the Site). Cookies cannot and will not be used to deliver or run programs on your computer. Most web browsers automatically accept cookies, but you can modify your browser settings to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies. With respect to personally identifiable information about an individual consumer's online activities over time and across different Web sites or online services when a consumer uses this Site, except as required by law: (1) parties other than the operator of this Site are not

permitted to collect such information, and (2) the operator of this Site does not collect such information (except any such information that is reasonably necessary to process and document user transactions, such as payment history). Therefore, this Site has no need to respond and does not respond to Web browser "do not track" signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of such information.

WHAT TYPES OF PERSONAL INFORMATION WE MAY COLLECT?

In addition to the types of information described in the "Cookies " section of this Policy, we may also collect Personal Information about you. This information may include:

- Date of birth, name, postal address, e-mail address, telephone number, and other information that we can use to contact you, verify your identity, and manage risks, such as information maintained about you by identity verification services and consumer reporting agencies, including credit bureaus.
- Bank account information for accounts that you designate for sending payments, fees, debits, and credits for the Service, including any required routing information, account numbers, account balances and transaction history.
- Billing account information, including billing account numbers which may be used to verify that only authorized users access the Services.
- Payment and other transaction information, and history for payments through the Service; and
- Any Personal Information that you may enter on the Site.

HOW WE MAY COLLECT PERSONAL INFORMATION ABOUT YOU:

We may collect Personal Information about you from the following sources:

Your use of the Site and the Service (such as when you send a payment), and your interactions with customer care, including information you enter or speak, and information transmitted by your computer, cell phones and other devices you use to connect to or use the Site or Service; and

We also collect Personal Information about you from others, such as Marina, credit bureaus, Affiliates, or other companies (such as identity verification services, consumer reporting agencies, and companies that provide content, such as electronic bills, to the Site, or that use the Service).

HOW WE MAY SHARE PERSONAL INFORMATION ABOUT YOU:

We share Personal Information about you only as permitted by law. For Personal Information that is nonpublic and that we collect in connection with a financial service,

U.S. federal law permits us to share such information only for the purposes shown in the following table:

| Reasons we can share your Personal Information | Do we share? | Can you limit this sharing? |
|--|---------------------|------------------------------------|
| - For our everyday business purposes - such as to enable us and Marina to process your transactions, maintain your accounts, respond to court orders and legal investigations, and report to credit bureaus; | Yes | No |
| - For our marketing purposes - to offer our products and services to you; | Yes | No |
| - For Joint Marketing with other financial companies; | No | No |
| - For our Affiliates' everyday business purposes (information about your transactions and experiences); | Yes | No |
| - For our Affiliates' everyday business purposes (information about your creditworthiness); | No | We Do Not Share |
| - For our Affiliates to market to you; | No | We Do Not Share |
| - For Non-Affiliates to market to you | No | We Do Not Share |

HOW WE MAY USE PERSONAL INFORMATION ABOUT YOU:

We use Personal Information about you only as permitted by law, including but not limited to:

Other everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you access the Site or Service to enable Marina to authenticate you when you pay your Billing Statement, to send you information about the Service, to effect, administer and enforce transactions, to perform (and to enable Marina to perform) Anti-Money Laundering and fraud monitoring and screening, to prevent and investigate actual or potential fraud and unauthorized transactions, to verify your identity, to determine your credit history, to verify the information contained in your account, to perform collections, to report to credit bureaus (including furnishing delinquent account information), to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to prevent and defend claims, to resolve disputes, to troubleshoot problems, to enforce our Terms and Conditions for Service, to protect our rights and property, and to customize, measure, and improve the Services and the content and layout of the Site including pattern recognition, modeling, enhancement and improvement, system analysis, and Service performance analysis.

OTHER IMPORTANT INFORMATION:

Vermont: Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our Affiliates, unless the law allows. We will not

share information about your creditworthiness with our Affiliates except with your consent, but we may share information about our transactions or experiences with you with our Affiliates without your consent.

California: Under California law, we will not share information we collect about you with non-Affiliates, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our Affiliates to the extent required by California law.

DEFINITIONS:

Affiliates: Companies related by common ownership or control.

Non-Affiliates: Companies not related by common ownership or control. They can be financial or nonfinancial companies.

Joint Marketing: A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

HOW WE PROTECT PERSONAL INFORMATION ABOUT YOU:

To protect Personal Information about you from unauthorized access and use, we maintain physical, electronic, and procedural safeguards, including but not limited to security measures that comply with applicable federal and state laws. We also require our service providers and business partners to whom we disclose the information to do the same.

PROTECTION FOR FORMER CUSTOMERS:

When you are no longer our customer or using the Site or Service, we continue to protect, use, and share Personal Information about you as described in this notice and as required by law, including but not limited to for risk management, regulatory compliance, and audit purposes.

AMENDMENTS:

We may amend this policy at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted unless a delayed effective date is expressly stated therein. You may (in our discretion) also be provided with an email notification of such amendments. You may (in our discretion) be required to affirmatively acknowledge or accept the revised Privacy Policy to continue using the Site or Service. Any use of the Service after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

CONTACTING US:

If you have any questions about this Privacy Policy, you may contact us at the postal address or email address below:

In writing:

Nautical Software Solution
513 River Estates Parkway
Canton, GA 30115-3019

E-mail: info@nauticalsoftwaresolution.com