

TERMS OF USE

Effective Date: February 5, 2020

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1. **Parties.** The parties to these Terms of Use are you, and the owner of this krakentunacharters.com website business, Kraken Fisheries LLC ("Kraken Fisheries"). All references to "we", "us", "our", this "website" or this "site" shall be construed to mean this website business and Kraken Fisheries.
2. **Use And Restrictions.** Subject to these Terms of Use and our Privacy Policy, you may use the public areas of this site, but only for your own internal purposes. You agree not to access (or attempt to access) this site by any means other than through the interface we provide, unless you have been specifically allowed to do so in a separate agreement. You agree not to access (or attempt to access) this site through any automated means (including use of scripts or web crawlers), and you agree to comply with the instructions set out in any robots.txt file present on this site. You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the site, its services or content; (ii) modify or make derivative works based on the site, its services or content; or (iii) "frame" or "mirror" the site, its services or content on any other server or Internet-enabled device. All rights not expressly granted in this Agreement are reserved by us and our licensors.
3. **Modification.** We reserve the right to modify these Terms of Use at any time, and without prior notice, by posting an amended Terms of Use that is always accessible through the Terms of Use link on this site's home page. You should scroll to the bottom of this page periodically to review material modifications and their effective dates. **YOUR CONTINUED USE OF THIS SITE FOLLOWING OUR POSTING OF A MODIFICATION NOTICE OR NEW TERMS OF USE ON THIS SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATION OR NEW TERMS OF USE.**
4. **Monitoring.** We reserve the right, but not the obligation, to monitor your access and use of this site without notification to you. We may record or log your use in a manner as set out in our Privacy Policy that is accessible through the Privacy Policy link on this site's home page.
5. **Separate Agreements.** You may acquire products, services and/or content from this site. We reserve the right to require that you agree to separate agreements as a condition of your use and/or purchase of such products, services and/or content.
6. **Ownership.** The material provided on this site is protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property in the content of this site is owned by us and/or others. Except for the limited rights granted herein, all other rights are reserved.

7. Warranty Disclaimers. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES, CONTENT, AND/OR PRODUCTS ON THIS SITE ARE PROVIDED "AS-IS", AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH PRODUCTS, SERVICES, AND/OR CONTENT. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES OR SEPARATE AGREEMENT ORIGINATING FROM THIS SITE, THIS SITE AND ITS LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIS SITE OR PRODUCTS, SERVICES AND/OR CONTENT ACQUIRED FROM THIS SITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS SITE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

You understand that you are boarding a charter fishing vessel to fish in open water and likely deep sea. You understand and assume the risks and hazards associated with offshore fishing. These risks and hazards include, but are not limited to, the following: rain, lightning, sun, sea spray, any other weather conditions, pitching and rolling; slippery and wet decks, sea sickness, injuries, internal or external, from: boarding and disembarking the vessel; fishing tackle, gear, fish, fishing, and the unintentional conduct of any other persons on the boat.

You understand that as a guest on this trip the charter is not recommended for anyone with pre-existing conditions such as back or ankle problems, circulatory problems, high blood pressure, pregnancy, heart conditions, pregnancy or weak bones.

Charters may be cancelled due to weather conditions. This is for the safety of the guests and crew.

In consideration of my use of the boat and dock facilities both indoor and outdoor, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its owners, captain, insurers, employees, officers, board of directors, members and associates, shall not be liable for any damages, claims, demands, rights of action or causes of action, arising from personal injuries (including death) sustained by me, or my guests in, on, or about the premises, or as a result of the use of the boat, equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company.

Information provided on this website does not constitute professional advice. If you have legal, tax, regulatory, compliance, federal, state, local or financial planning questions, you need to contact a qualified professional. Chartering our boat should not be considered an investment opportunity.

We do not independently verify, nor do we seek independent verification of comments and statements that may be posted by others in blog or social media posts on this site or affiliated social media sites regarding our website, its products or services. For this reason, if others post "success story" or "best-case" scenario testimonials (as distinguished from subjective opinions), you should assume that their results are NOT typical.

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Accuracy of Information - We make every effort to ensure that the information and items listed on our website are up to date and correct. However, the accuracy of the information is NOT guaranteed, and is subject to change without notice. Updated information may not be immediately reflected on this web site. For a number of reasons, delays may occur when posting to the website.

THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. NO PURCHASE OR USE OF THE ITEMS OFFERED BY THIS SITE IS AUTHORIZED HEREUNDER EXCEPT UNDER THESE DISCLAIMERS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES

OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability. IN NO EVENT SHALL THIS SITE AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THIS SITE OR OUR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Links to This Site. We grant to you a limited, revocable, and nonexclusive right to create a hyperlink to this site provided that the link does not portray us or our products or services in a false, misleading, derogatory, or offensive matter. You may not use any logo, trademark, or tradename that may be displayed on this site or other proprietary graphic image in the link without our prior written consent.

10. Links to Third Party Websites. We do not review or control third party websites that link to or from this site, and we are not responsible for their content, and do not represent that their content is accurate or appropriate. Your use of any third party site is on your own initiative and at your own risk, and may be subject to the other sites' terms of use and privacy policy.

11. Participation In Promotions of Advertisers. You may enter into correspondence with or participate in promotions of advertisers promoting their products, services or content on this site. Any such correspondence or participation, including the delivery of and the payment for products, services or content, are solely between you and each such advertiser.

12. Consumer Rights Information; California Civil Code Section 1789.3. If this site charges for services, products, content, or information, pricing information will be posted as part of the ordering process for this site. We maintain specific contact information including an e-mail address for notifications of complaints and for inquiries regarding pricing policies in accordance with California Civil Code Section 1789.3. All correspondence should be addressed to our agent for notice at the following address:

Notification of Consumer Rights Complaint or Pricing Inquiry:
Kraken Fisheries LLC
14 McIntosh Way
Greenland, NH, 03840
Contact: samuel.law89-at-gmail.com
Telephone:(603) 988-7100

You may contact us with complaints and inquiries regarding pricing and we will investigate those

matters and respond to the inquiries.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.

13. **Arbitration.** Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Greenland, New Hampshire, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of New Hampshire, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

14. **Jurisdiction And Venue.** The courts of Rockingham County in the State of New Hampshire, USA and the nearest U.S. District Court in the State of New Hampshire shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under these Terms of Use.

15. **Controlling Law.** This Agreement shall be construed under the laws of the State of New Hampshire, USA, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

16. **Intended For Use Only Within The United States.** This site is intended for use only from within the United States. We do not represent that this site is appropriate for use elsewhere. Access to this site from locations where its contents are illegal is not authorized.

17. **Onward Transfer of Personal Information Outside Your Country of Residence.** Any personal information which we may collect on this site will be stored and processed in our servers located only in the United States. If you reside outside the United States, you consent to the transfer of personal information outside your country of residence to the United States.

18. **Severability.** If any provision of these terms is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of these terms, and these terms shall continue in full force and effect, and be

construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

19. Force Majeure. We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

20. Privacy. Please review this site's Privacy Policy which also governs your visit to this site. Our Privacy Policy is always accessible on our site's home page.

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Material Modifications Since February 5, 2020: none.