

Terms of Service

Welcome to Seafair! The Seafair website and services are provided by Seafair, Inc. (“Seafair”). These terms of service (“Terms of Service”) govern your (and the organization, if any, that you represent) (“Your” or “You”) access to and use of the services and features available on Seafair’s website located at www.seafair.io and all related sub-domains, mobile applications, tools, and services or through downloadable mobile or other applications that Seafair makes available to You (“Website”), including without limitation Seafair’s platform (the “Seafair Platform”) for enabling crew managers and seafarers to connect with respect to various employment opportunities (collectively, the Seafair Platform and such related services, the “Services”). Access to the Website and use of the Services are subject to these Terms of Service and the Seafair Privacy Policy available on the Website. The date You first agree to or accept these Terms of Service, or that You otherwise first access and use the Website or Services following the date these Terms of Service are first made available on the Website, is referred to herein as the “Effective Date.”

BEFORE YOU CLICK ON THE “I ACCEPT” BUTTON, CAREFULLY READ THESE TERMS OF SERVICE. BY CLICKING ON THE “I ACCEPT” BUTTON OR USING THE WEBSITE OR SERVICES, YOU AND THE BUSINESS ENTITY THAT YOU REPRESENT ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE TERMS OF SERVICE. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS OF SERVICE ON BEHALF OF THE BUSINESS ENTITY YOU REPRESENT.

FURTHER, THESE TERMS OF SERVICE CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU AND SEAFAIR ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT AND LIMITS CLASS ACTION CLAIMS UNLESS YOU OPT OUT AS PROVIDED IN SUCH AGREEMENT TO ARBITRATE (SEE SECTION 14 “AGREEMENT TO ARBITRATE”).

1. Overview.

The Seafair Platform is an online platform that enables crew managers (each, a “Crew Manager”) to post opportunities for shipping crew job opportunities (each, an “Opportunity”), enabling individuals (each, a “Seafarer”) to seek and apply for such Opportunities, and enable Crew Managers to pay the wages of such Seafarers through Seafair. Seafarers and representatives of Crew Managers together are collectively referred to as “Users” and each individually as a “User.”

The Seafair Platform enables clear communication of qualifications and needs between Seafarers and Crew Managers, matches potential Seafarers with Crew Managers and Opportunities, enables Seafarers and Crew Members to establish a contract for a specific Opportunity (“Opportunity Contract”), facilitates the Seafarer’s compliance with such Opportunity Contract, and serves as an intermediary for payments by Crew Managers to Seafarers. Seafair does not guarantee that (i) any Seafarer will be hired by a Crew Manager, (ii) any Seafarer will be qualified or suitable for any Opportunity, (iii) a Seafarer will honor their obligations, or (iv) the Crew Manager will pay any or all of the amounts owed to a Seafarer. The matches provided by Seafair depend upon the representations made by the Seafarer; Seafair shall not be responsible for misleading or false statements made by Seafarers.

2. General.

Your use of the Website after the Effective Date constitutes Your unconditional agreement to the Terms of Service and Seafair’s Privacy Policy regarding the Services and Website. Seafair reserves the right to update or modify these Terms of Service at any time by providing notice on the Website, and Your use of this Website following any such change constitutes Your agreement to the revised Terms of Service from and after that date.

You agree and acknowledge that these Terms of Service do not create any offer for employment. All hiring decisions are made solely by third party Crew Managers and all decisions to accept an Opportunity and Opportunity Contract are solely made by the Seafarer. All Opportunity Contracts are solely between Crew Managers and the Seafarer; Seafair is not a party to any Opportunity Contracts and does not guarantee either Crew Managers or Seafarers' compliance with such agreements.

Seafair maintains the Website as a service to its visitors, subject to these Terms of Service. You are responsible for obtaining any equipment and Internet service necessary to access the Website and Services. Seafair may alter, suspend or discontinue this Website or the Services provided herein, in whole or in part, at any time and for any reason, without providing notice to You. The Website may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons. Seafair may provide access to third party services and products, or to Seafair's products or services, from time to time, through the Website. You acknowledge that the Website is evolving and that the form and nature of the Website, including the Services accessible via the Website, may change from time to time without notice to You.

3. Access and Use Terms.

a. Personally Identifiable Information.

You may be required to disclose to Seafair certain personally identifiable information if You wish to register as a Seafarer or Crew Manager on the Seafair Platform, which personally identifiable information may include, without limitation, Your name and address, e-mail address, education, work experience, telephone number, geographical location, and such other information as determined by Seafair from time to time ("User Information"), which will be stored under Your "Account(s)" (or "Profile(s)") page. By accepting these Terms of Service, You agree and acknowledge that You will provide accurate, complete, and up to date information as requested on the screens that collect information from You. You further agree and acknowledge that Your submission of personally identifiable information to Seafair is voluntary and entirely at Your own risk. You agree and acknowledge that any Seafarer's User Information may be disclosed to any Crew Manager using the Seafair Platform and any Crew Manager User Information may be disclosed to a Seafarer. Please refer to Seafair's Privacy Policy for additional information on Seafair's practices for handling personally identifiable information.

b. Login Credentials.

Login credentials will be provided by Seafair ("Login Credentials") based on the type of access applicable to Your use of the Website (namely, whether You are a Seafarer or a Crew Manager). If You are a member of the general public that is not a Seafarer or Crew Manager, Seafair may grant You a non-exclusive, revocable, and limited right to use the functionality or review the Content (as defined below) that is publicly available on the Website, solely for Your personal use and subject to these Terms of Service and the Privacy Policy referenced herein. You agree that You are solely responsible for protecting Your Login Credentials from unauthorized use, maintaining the confidentiality of Your Account and password, and You agree to accept responsibility for all activities that occur under Your Login Credentials. You agree to notify us immediately if You believe that any of Your Login Credentials has been or may be used without Your permission so that appropriate action may be taken. You may not (i) create more than one account to access the Website, (ii) share Your Login Credentials with any third party, or (iii) transfer Your account to any third party.

Seafair is not responsible for any loss or damage caused by, or expense incurred by You as a result of, Your failure to safeguard Your Login Credentials. You agree that You shall not rent, resell, or remarket the Services or provide access to the Seafair Platform to any third party. Seafair reserves the right to delist any Seafarers, Opportunities or Crew Managers from the Website, at any time and in Seafair's sole discretion. Seafair may terminate Your Account at any time at Seafair's sole discretion and with no liability to You. For example, but without limitation, Seafair may terminate Your Account if You violate these Terms of Service or Seafair's

policies, or otherwise harm Seafair's business interests. You may not be entitled to create a new Account to access the Website if Seafair has terminated Your prior Login Credentials. Seafair may also prohibit certain Users from re-registering with the Website, at Seafair's sole discretion.

c. Privacy; Rights in Your Data.

You hereby represent and warrant to Seafair that (i) any User Information or other information relating to soliciting, offering, providing, or completing Work, as submitted to Seafair or the Seafair Platform, including without limitation User Information, is true, correct and complete and (ii) You have the right to provide any and all of the User Information for the purposes of these Terms of Service. You hereby grant to Seafair a perpetual, irrevocable, royalty-free, worldwide right and license to copy, display, make derivative works of and otherwise use Your User Information for any purpose, subject in all respects to Seafair's Privacy Policy. If You object to Your Information being used in a manner permitted by these Terms of Service or the Privacy Policy, please do not use the Website or our Services. Upon termination of Your Login Credentials for any reason, You may no longer have access to any of Your User Information that You provided to the Seafair Platform or Website.

d. Usage by Minors.

Seafair's Services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. Individuals under the age of 18 can use its Services only in conjunction with and under the supervision of a parent or legal guardian. In such a case, the adult is the User and is responsible for any and all activities of the minor.

e. Compliance with Laws.

You are solely responsible for Your compliance with all applicable laws and regulations as a Crew Member or Seafarer. Seafair does not provide legal advice, including without limitation employment law in any jurisdiction, nor are we responsible for whether or not a Seafarer is deemed an employee under applicable law or regulation. You agree and acknowledge that Seafair does not employ any Seafarers and does not provide services to Crew Managers under any Opportunity Contracts.

f. Fees.

We do not currently plan to charge fees to Seafarers for use of the Seafair Platform. We intend to charge fees to Crew Managers pursuant to separate written agreements or as agreed by the Crew Manager through the Seafair Platform from time to time. Seafair will charge a fee to Crew Managers in connection with their participation in the Seafair Platform, Seafarer interactions with them and other criteria as agreed by Seafair and the Crew Member from time to time. We reserve the right to implement additional fees in the future. SEAFAIR SHALL NOT BE RESPONSIBLE FOR PAYMENT OF WAGES, BENEFITS OR OTHER CONSIDERATION TO ANY SEAFARER. SEAFAIR WILL REMIT ONLY THE WAGES, BENEFITS OR OTHER CONSIDERATION PROVIDED BY THE CREW MANAGER SPECIFICALLY FOR PROVISION TO THE APPLICABLE SEAFARER. SEAFARER IS NOT RESPONSIBLE FOR A CREW MANAGER'S FAILURE TO PAY.

4. Seafair Platform as an Exchange.

The Seafair Platform is an exchange for enabling communication among Seafarers and Crew Managers. Seafair shall not be responsible for any acts or omissions of Seafarers or Crew Managers. Seafair does not endorse any Crew Member, Opportunity or Seafarer. Only You can decide what Crew Member, Opportunity or Seafarer that You wish to work with. Further, Seafair disclaims all responsibility for the accuracy or completeness of any

information listed in a User's Profile, for Opportunity descriptions provided by Crew Managers, for Crew Managers' or Seafarer's compliance with an Opportunity Contract, or for Your success in using the Services.

Seafair does not take part in the interaction between Seafarers or Crew Managers. Seafair does not have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of any work performed by a Seafarer, nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Users. Seafair makes no representations about the suitability, reliability, timeliness, or accuracy of the User Information requested and provided by Users identified through Seafair whether in public, private or offline interactions. Seafair cannot confirm that Users are who they claim to be or have the experience they claim to have. Seafair does not assume any responsibility for the accuracy or reliability of this information or any information exchanged between Users through the Website or Services.

When interacting with other Users, You should exercise caution and common sense to protect Your interests, just as You would when interacting with other persons whom You do not know. None of Seafair, Seafair's affiliates or licensors is responsible for the conduct, whether online or offline, of any User of Seafair's Services. Seafair, Seafair's affiliates and licensors shall not be liable for any claim, injury or damage arising in connection with Your use of the Services.

5. Intellectual Property Rights; Restrictions.

a. Website Content.

All of the content on this Website, including without limitation the images, graphics, information, text, data, links, as well as the underlying software, networks and systems that support this Website and other material accessible through the Website or Services, whether created by Seafair, provided by You or provided by a third party, for display on the Website or through the Services ("Content") is owned by or under license to Seafair and is protected by applicable trademark, copyright, or other rights. Users have a non-transferable, non-sublicensable, non-exclusive, revocable, and limited right to access and use the Website and its Content solely for their internal business purposes or personal use, subject to these Terms of Service.

The Content may contain typographical errors, other inadvertent errors, or inaccuracies. Seafair reserves the right to make changes to document names and content, descriptions or specification, or other information, without obligation to issue any notice of such changes.

You may view, copy, download, and print Content that is available on this Website or through the Services, subject to the following conditions:

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- ii. You shall not modify, alter, or prepare derivative works based on the Content, or distribute copies of or publicly perform or display the Content, including without limitation by posting the Content on any network computer or distributing the Content on or in any media.
- iii. You shall not remove copyright, trademark, and other proprietary notices from the Content and shall not copy or download any images for any purpose.

Nothing contained within this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Website or any Content displayed on this Website, except: (a) as expressly permitted by these Terms of Service; or (b) with Seafair's prior written permission or the permission of the third party that owns the trademark or copyright of the Content displayed on this Website.

b. Content Ownership and License.

Unless otherwise noted, all Content contained on this Website or Seafair Platform is the property of Seafair, Seafair's affiliates or Seafair's licensors, and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. You retain ownership of Your User Information. Product names are trademarks or registered trademarks of their respective owners.

c. Copyright Infringement: Notice and Take Down Procedures.

If You believe that any Content on this Website infringes Your copyright, You may request that such Content be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information:

i. identification of the copyrighted work that You believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work;

ii. identification of the Content that You believe to be infringing and its location, including a description of the Content, and its Website location or other pertinent information that will help Seafair to locate such Content;

iii. Your name, address, telephone number and email address;

iv. a statement that You have a good faith belief that the complained of use of the material is not authorized by the copyright owner, its agent, or the law;

v. a statement that the information in Your claim is accurate; and

vi. a statement that "under penalty of perjury," You declare that You are the lawful copyright owner or are authorized to act on the owner's behalf.

Seafair's agent for copyright issues relating to this Website is: Seafair Inc, 19 W 24th St, support@seafair.io. In an effort to protect the rights of copyright owners, Seafair maintains a policy for the termination, in appropriate circumstances, of Users of this Website who are repeat infringers.

6. Prohibited Conduct.

a. No Interference with the Website.

You shall not disturb or interfere with the operation of the Website in any manner including without limitation by imposing an unreasonable or disproportionate burden on the network, software or hardware infrastructure of the Website.

b. No Manipulation.

You are prohibited from manipulating, by any means, the information available through the Website and Services (including without limitation through the use of an alias or decoys or by placing false qualifications or opportunities). Furthermore, You shall not disrupt or otherwise interfere in any way with another User's participation on the Website.

c. No Unauthorized Conduct.

By accessing the Website, Seafair Platform or any other Services, You shall abide by the following standards of conduct. You shall not, and will not authorize or facilitate any attempt by another person, to use the Website, Seafair Platform or any other Services to:

- i. Transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by Seafair;
- ii. Provide information which is incorrect or misleading;
- iii. Post false, inaccurate, misleading, defamatory, or libelous content (including without limitation personal information);
- iv. Post hateful or racially or ethnically objectionable Content;
- v. Post Content which infringes another's copyright, trademark or trade secret;
- vi. Post unsolicited advertising or unlawfully promote products or services;
- vii. Harass, threaten or intentionally embarrass or cause distress to another User or entity;
- viii. Impersonate another User;
- ix. Exploit children under 18 years of age;
- x. Engage in disruptive activity such as sending multiple messages in an effort to monopolize a messaging forum;
- xi. Introduce viruses, worms, Trojan horses and/or harmful code into the Website;
- xii. Obtain unauthorized access to any computer system or confidential information through the Website;
- xiii. Transfer Your Account and Login Credentials to another party without Seafair's consent;
- xiv. Harvest or otherwise collect information about Users, including email addresses, without their consent;
- xv. Invade the privacy of any person, including without limitation posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 18 years of age);
- xvi. Solicit personal information from children under 18 years of age; or
- xvii. Violate, or encourage others to violate any federal, state, local, or international law or regulation.

7. Release.

In the event that You have a dispute with one or more Users, Seafarers or Crew Managers, You hereby release Seafair, and Seafair's officers, directors, agents, investors, subsidiaries, and employees from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Seafair expressly disclaims any liability or claims that may arise between Users of its Services.

If You are a California resident, You waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

8. Disclaimer of Warranty.

Seafair disclaims all liability in connection with any interactions, correspondences, transactions, and other dealings that You have with any third parties including without limitation Seafarers or Crew Managers found on or through the Services (including on or via linked websites or advertisements). Any such interactions, correspondences, transactions, and other dealings are solely between You and the third party (including without limitation issues related to the content of third party advertisements, hiring, warranties, privacy and data security, and the like). Under no circumstances will Seafair be liable for any loss or damage caused by Your reliance on information in any Content on this Website or available through the Services. It is Your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through this Website. You are responsible for seeking the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other Content.

You acknowledge that the Website and ALL SERVICES, TEXT, IMAGES, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THIS WEBSITE ARE PROVIDED “AS IS” and are based in part on INFORMATION SUPPLIED BY THIRD PARTIES which are not verified by Seafair, and that any CREW MANAGERS, SEAFARERS, OPPORTUNITIES OR OPPORTUNITY CONTRACTS OBTAINED through, OR AS A RESULT OF, the use of the Website is at Your sole risk and discretion. Seafair’s suppliers and SEAFAIR’s licensors are not liable or responsible for any result generated through the use of the Website OR SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, Seafair PROVIDES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, none of SEAFAIR, its affiliates or licensors WARRANT THAT: (i) THE INFORMATION AVAILABLE ON THIS WEBSITE, OR THROUGH THE SERVICES, IS FREE OF ERRORS; (ii) THE FUNCTIONS OR SERVICES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) PROVIDED BY THIS WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (iii) DEFECTS WILL BE CORRECTED, OR (iv) THIS WEBSITE, THE SERVICES OR THE SERVER(S) THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WITHOUT LIMITING THE FOREGOING, none of SEAFAIR, ITS AFFILIATES OR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY SERVICES, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE SERVICE.

9. Indemnification.

By using this Website, You agree to indemnify, hold harmless and, at Seafair’s option, defend Seafair from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to attorneys’ fees, resulting directly or indirectly from a claim by another User or any third party that arises in connection with Your use of this Website or Services or Your acts or omissions in connection with any arrangement between You and another User.

10. Limitation of Liability.

IN NO EVENT SHALL SEAFAIR BE LIABLE TO ANY USER OF THIS WEBSITE OR SERVICES OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF THE WEBSITE, SERVICES OR ANY RELATED INFORMATION, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SEAFAIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

YOU AGREE AND ACKNOWLEDGE THAT SEAFAIR'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS OF SERVICE, THE WEBSITE, THE CONTENT, OR SERVICES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED \$10 IN THE AGGREGATE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. Third-Party Websites, Products, or Services.

a. Links to Third Party Websites.

This Website and the Seafair Platform will contain links to non-Seafair websites that are provided to You as a convenience, such as, without limitation, websites of Crew Managers. Any outside website accessed from the Website is independent from Seafair, and Seafair has no control over the content of such websites. Seafair is not responsible for the content of any linked website or for any loss or damage incurred in connection with Your use of such links or dealings with the operators of such non-Seafair websites.

b. No Implied Endorsements.

In no event shall any reference to any third party or third party product or service (e.g. services provided by Seafarers, Opportunities provided by Crew Managers or services provided by third parties to Crew Managers or Seafarers) be construed as an approval or endorsement by Seafair of that third party or of any product or service provided by a third party. Likewise, a link to a non-Seafair website does not imply that Seafair endorses or accepts any responsibility for the content or use of such website. Seafair does not endorse, warrant or guarantee any product or service offered by any third party accessible through this Website or Services and will not be a party to or in any way monitor any transaction involving any third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, You are responsible for exercising appropriate judgment and caution.

12. Termination.

a. Termination by Seafair.

Seafair may terminate any User's access to the Website, in Seafair's sole discretion, for any reason and at any time, with or without prior notice. It is Seafair's policy to terminate Users who violate these Terms of Service, as deemed appropriate in Seafair's sole discretion, but Seafair may also terminate access as provided for in the preceding sentence. Seafair may terminate Your access to the Website and/or the Services if You do not use Your Account for a lengthy period, as determined by Seafair from time to time in its sole discretion. You agree that Seafair is not liable to You or any third party for any termination of Your access to the Website or the Services.

b. Termination by You; No Circumvention.

You may terminate Your Account at any time by deleting Your Account. However, each Crew Manager and Seafarer agrees that You shall not terminate Your Account or these Terms of Service or otherwise circumvent these Terms of Service for the purposes of enjoying the benefits of any Opportunity Contract without paying the fees due hereunder.

c. Reactivation.

Provided that You deleted Your Account or You allowed Your Account to lapse by not using Your Account for a sufficiently long period, You may reactivate Your Account by following the process set forth by Seafair from time to time, during a time period established by Seafair from time to time following the deletion or deactivation of Your Account. If Your Account may no longer be reactivated, Seafair may, in its discretion, permit You to create a new account.

13. Governing Law.

These Terms of Service shall be governed and interpreted pursuant to the laws of the State of New York, United States of America, without regard to its principles of conflicts of law (other than New York General Obligations Law Sections 5-1401 and 5-1402).

14. Agreement to Arbitrate

a. Arbitration. You agree that all disputes between You and Seafair (whether or not such dispute involves a third party) arising out of or relating to these Terms of Service, the Website, the Subscription Services, Ancillary Services, and/or Privacy Policy shall be finally resolved by arbitration before a single arbitrator conducted in the English language via teleconference or, if requested by You, in New York, New York, U.S.A., in each case under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and You and Seafair hereby expressly waive trial by jury. You and Seafair shall appoint as sole arbitrator a person mutually agreed by You and Seafair or, if You and Seafair cannot agree within thirty (30) days of either party’s request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party. Each party shall equally bear the costs of the arbitration, except that, if you are an individual Policyholder (not a corporate or similar entity), Seafair will bear the reasonable cost of the arbitrator and the AAA; in any event, each party will bear the cost of their own counsel. All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, either You or Seafair shall be entitled to seek injunctive relief, security or other equitable remedies from any court of competent jurisdiction. Under no circumstances shall the arbitrator be authorized to award damages, remedies or awards that conflict with this Agreement (including without limitation Section 10 above) or to award punitive damages, including but not limited to pursuant to federal or state statutes permitting multiple or punitive awards.

b. Waiver of Class Actions. Any claims brought by You or Seafair must be brought in the party’s individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither You nor Seafair will participate in a class action or class-wide arbitration for any claims covered by this Agreement. You hereby waive any and all rights to bring any claims related to this Agreement and Privacy Policy as a plaintiff or class member in any purported class or representative proceeding. You may bring claims only on Your own behalf.

c. Opt Out. You may opt out of this agreement to arbitrate in this Section 14. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing

within thirty (30) days of the date that you first became subject to this arbitration provision. The opt out notice must state that you do not agree to the Agreement to Arbitrate and must include your name, address, phone number, your login credentials to which the opt out applies and a clear statement that you want to opt out of this agreement to arbitrate. You must sign the opt out notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. You must use this address to opt out: Seafair, Inc., ATTN: Arbitration Opt-out, 19 W 24th Street, NY, USA.

d. Survival. This Arbitration section will survive the termination of Your relationship with Seafair.

15. **Miscellaneous.**

a. Jurisdictional Issues.

Seafair makes no representations that information on this Website or through the Services is appropriate or available for use outside the United States. If You choose to access this Website or the Services from outside the United States, You do so on Your own initiative and at Your own risk and You agree and acknowledge that You are responsible for complying with all applicable United States laws as well as Your local laws and regulations.

b. Entire Agreement.

These Terms of Service constitute the entire agreement between, or, as appropriate, among, the Parties relating to the subject matter herein. Seafair may, at Seafair's sole discretion, revise these Terms of Service at any time by updating this posting and providing reasonable notice to You. If any part of these Terms of Service is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

c. Additional Information.

If You have any questions about these Terms of Service, please contact us at support@seafair.io.

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