



## **User Terms & Conditions for the SailAngle.com Website:**

### **1. User Terms:**

- 1.1. IN ACCORDANCE WITH THE FOLLOWING USER TERMS AND CONDITIONS (“USER TERMS”), SAILANGLE.COM, INC. (“SAC”) GRANTS TO YOU AS AN AUTHORIZED USER (“AUTHORIZED USER” OR “YOU”) OF THIS SAILANGLE.COM WEBSITE (“WEBSITE”) CERTAIN RIGHTS AS SET FORTH BELOW AND IN RETURN YOU AGREE TO ABIDE BY THE USER TERMS AND PERFORM CERTAIN OBLIGATIONS.
- 1.2. PLEASE READ THESE USER TERMS CAREFULLY. THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND SAC. BY YOUR CONTINUED USE OF THE WEBSITE, YOU AGREE TO BE BOUND BY THESE USER TERMS. IN PARTICULAR, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THE USER TERMS.
- 1.3. IF YOU DO NOT AGREE WITH AND DO NOT WISH TO BE BOUND BY THE USER TERMS, PLEASE EXIT THIS WEBSITE AND DO NOT USE THE WEBSITE IN THE FUTURE.
- 1.4. GOODS AND SERVICES (“MERCHANDISE”) WHICH MAY BE PURCHASED BY YOU FROM COMPANIES OR INDIVIDUALS, OTHER THAN SAC, VIA THIRD PARTY SOURCES AND/OR THIRD PARTY WEBSITES LINKED TO THIS WEBSITE (COLLECTIVELY “THIRD PARTY MERCHANTS”) ARE SUBJECT TO SEPARATE TERMS AND CONDITIONS BETWEEN YOU AND THE APPLICABLE THIRD PARTY MERCHANTS. YOU ACKNOWLEDGE THAT THE APPLICABLE THIRD PARTY MERCHANTS ARE SOLELY RESPONSIBLE FOR THE FULFILLMENT OF ORDERS FOR ANY MERCHANDISE AND FOR ITS QUALITY, SUITABILITY AND FITNESS FOR PURPOSE. YOU ALSO ACKNOWLEDGE THAT THE SELECTION OF ANY THIRD PARTY MERCHANT VIA THE THIRD PARTY MERCHANT’S WEBSITE OR OTHERWISE IS SOLELY YOUR CHOICE. ANY DISPUTES OR QUESTIONS RELATING TO THE MERCHANDISE SHALL BE DIRECTED TO THE THIRD PARTY MERCHANT IN QUESTION AND YOU ACKNOWLEDGE THAT SAC SHALL HAVE NO RESPONSIBILITY, OBLIGATIONS OR LIABILITY IN RELATION TO THE MERCHANDISE.
- 1.5. YOU FURTHER ACKNOWLEDGE THAT SAC IS NOT RESPONSIBLE OR LIABLE DIRECTLY OR INDIRECTLY FOR ANY CHANGE OR LOSS WHATSOEVER AND HOWSOEVER ARISING OR RESULTING FROM YOUR USE OF OR RELIANCE ON ANY CONSENT FROM ANY THIRD PARTY MERCHANT’S WEBSITES. FURTHER, YOU AGREE TO READ THE PRIVACY POLICY, TERMS AND CONDITIONS OF USE, AND CONTENT OF ANY THIRD PARTY MERCHANT’S WEBSITES.
- 1.6. IF YOU REGISTER FOR ANY PRIZE COMPETITIONS, PROMOTIONS OR OTHER GIVEAWAYS ON THE WEBSITE, SEPARATE TERMS AND CONDITIONS MAY EXIST AND SHALL ALSO APPLY IN ADDITION TO THESE USER TERMS. ANY SUCH SEPARATE TERMS AND CONDITIONS SHALL BE LISTED ON THE WEBSITE AND YOU AGREE TO BE BOUND BY THESE SEPARATE TERMS AND CONDITIONS.
- 1.7. IF YOU REGISTER TO USE FORUMS, CHAT ROOMS, OR CLASSIFIEDS LOCATED ON THE WEBSITE, YOU ARE NOTICED THAT SEPARATE RULES SHALL ALSO APPLY IN



ADDITION TO THE USER TERMS. THE [FORUM RULES](#), [CHAT ROOM RULES](#), AND [CLASSIFIEDS RULES](#) ARE LOCATED ON THE WEBSITE AT THE RESPECTIVE LOCATIONS.

## 2. **Account Terms:**

- 2.1. YOU MUST BE A HUMAN. ACCOUNTS REGISTERED BY “BOTS” OR OTHER AUTOMATED METHODS ARE NOT PERMITTED.
- 2.2. YOUR ACCOUNT MAY ONLY BE USED BY ONE PERSON; A SINGLE LOGIN SHARED BY MULTIPLE PEOPLE IS NOT PERMITTED.
- 2.3. YOU ARE SOLELY RESPONSIBLE FOR ALL CONTENT POSTED AND ACTIVITY THAT OCCURS UNDER YOUR ACCOUNT, EVEN IF THE CONTENT IS POSTED BY OTHERS WHO HAVE ACCESS TO YOUR ACCOUNT.
- 2.4. YOU AGREE THAT YOU WILL NOT USE THE WEBSITE
  - 2.4.1. TO SEND, RECEIVE, UPLOAD, DOWNLOAD, STORE, DISTRIBUTE OR PUBLISH ANY MATERIAL THAT IS PORNOGRAPHIC IN NATURE; OFFENSIVE; INDECENT; OBSCENE; DEROGATIVE OR DEFAMATORY OF RACE; OR USES SEXUALLY EXPLICIT LANGUAGE; IN WHICH CASE SAC RESERVES THE RIGHT TO TERMINATE YOUR ACCESS TO THE WEBSITE WITHOUT NOTICE.
  - 2.4.2. TO SEND OR DISTRIBUTE MULTIPLE UNSOLICITED EMAILS OR MESSAGES (“SPAM”) OR TO CAUSE ANY OTHER PERSON ANNOYANCE, INCONVENIENCE OR CONCERN, IN WHICH CASE SAC RESERVES THE RIGHT TO TERMINATE YOUR ACCESS TO THE WEBSITE WITHOUT NOTICE.
  - 2.4.3. FOR ANY PURPOSE CONNECTED TO ANY BUSINESS, INCLUDING BUT NOT LIMITED TO THE SENDING OF UNSOLICITED ADVERTISEMENTS OR PROMOTIONAL MATERIALS, IN WHICH CASE SAC RESERVES THE RIGHT TO TERMINATE YOUR ACCESS TO THE WEBSITE WITHOUT NOTICE.
  - 2.4.4. WITH ANY UNAUTHORIZED SOFTWARE TO NAVIGATE OR SEARCH THE WEBSITE OTHER THAN THE NAVIGATION TOOLS AND SEARCH ENGINE AVAILABLE ON THIS WEBSITE AND COMMONLY USED THIRD PARTY BROWSERS. SAC RESERVES THE RIGHT TO TERMINATE YOUR ACCESS TO THE WEBSITE WITHOUT NOTICE.
  - 2.4.5. TO CARRY OUT ANY ACTIVITIES IN RELATION TO “SCREEN SCRAPING” OR “DATABASE SCRAPING” FOR THE PURPOSE OF OBTAINING LISTS OF USERS, URL’S, KEYWORDS, OR ANY OTHER INFORMATION, IN WHICH CASE SAC RESERVES THE RIGHT TO TERMINATE YOUR ACCESS TO THE WEBSITE WITHOUT NOTICE.
  - 2.4.6. TO TRANSMIT ANY MATERIAL THAT CONTAINS SOFTWARE VIRUSES OR ANY OTHER COMPUTER CODE, FILE, OR PROGRAM DESIGNED TO INTERRUPT, DESTROY, OR LIMIT THE FUNCTIONALITY OF ANY COMPUTER SOFTWARE OR



- HARDWARE TO TELECOMMUNICATIONS EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE WEBSITE, IN WHICH CASE SAC RESERVES THE RIGHT TO TERMINATE YOUR ACCESS TO THE WEBSITE WITHOUT NOTICE.
- 2.4.7. TO DO ANYTHING THAT IMPOSES AN UNREASONABLE OR DISPROPORTIONATELY LARGE LOAD ON THE WEBSITE'S INFRASTRUCTURE, IN WHICH CASE SAC RESERVES THE RIGHT TO TERMINATE YOUR ACCESS TO THE WEBSITE WITHOUT NOTICE.
- 2.4.8. TO INTERFERE WITH OR DISRUPT THE WEBSITE, WEBSITE SERVERS, OR NETWORKS CONNECTED TO THE WEBSITE, IN WHICH CASE SAC RESERVES THE RIGHT TO TERMINATE YOUR ACCESS TO THE WEBSITE WITHOUT NOTICE.
- 2.4.9. TO COLLECT OR STORE PERSONAL DATA ABOUT OTHER AUTHORIZED USERS OF THIS WEBSITE WITHOUT THEIR CONSENT. THIS MEANS NO COLLECTION, POSTING OR STORAGE OF ADDRESSES, PHONE NUMBERS OR ANY OTHER PRIVATE INFORMATION FOR ANY AUTHORIZED USER WITHOUT THE EXPRESS PERMISSION OF THAT AUTHORIZED USER, IN WHICH CASE SAC RESERVES THE RIGHT TO TERMINATE YOUR ACCESS TO THE WEBSITE WITHOUT NOTICE.
- 2.5. YOU AGREE TO USE THE WEBSITE AT YOUR OWN RISK. COMMUNICATION OF PERSONAL DETAILS IS AT YOUR OWN RISK. SAC ACCEPTS NO LIABILITY AND SHALL NOT BE LIABLE FOR ANY ACTIONS, LOSSES, COSTS, DAMAGES OR INCONVENIENCES CAUSED TO AUTHORIZED USERS RESULTING FROM INTERACTION WITH OTHER AUTHORIZED USERS OR THIRD PARTIES FROM THE WEBSITE.
- 2.6. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY OF YOUR ACCOUNT USER NAME AND PASSWORD. SAC WILL NOT AND CANNOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR FAILURE TO COMPLY WITH THIS SECURITY OBLIGATION.
- 2.7. YOU MAY NOT USE THE WEBSITE FOR ANY ILLEGAL OR UNAUTHORIZED PURPOSE. YOU MUST NOT IN THE USE OF THE WEBSITE VIOLATE ANY LAWS IN YOUR JURISDICTION (INCLUDING TRADEMARK, COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS).
- 2.8. SAC GRANTS TO YOU A PERSONAL, NON-EXCLUSIVE, NON-TRANSFERABLE, ROYALTY-FREE LICENSE TO USE ALL THE MATERIAL ON THE WEBSITE INCLUDING BUT NOT LIMITED TO: SOFTWARE, CONTENT, DOCUMENTATION, TEXT, PICTURES, SOUNDS, GRAPHICS, ARTICLES, VIDEO, AUDIO CLIPS AND ADVERTISING MATERIAL (HEREINAFTER "WEBSITE MATERIAL") ON THE BASIS SET FORTH IN CLAUSE 2.9 BELOW.
- 2.9. YOU ARE ENTITLED TO ACCESS, DOWNLOAD AND TRANSMIT FOR THE PURPOSES PERMITTED IN THESE USER TERMS AND STORE THE WEBSITE MATERIAL FOR YOUR OWN PERSONAL, NON-COMMERCIAL USE PROVIDED THAT YOU DO NOT:
- 2.9.1. REMOVE ANY NOTICES RELATING TO THE OWNERSHIP OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS AS DEFINED IN CLAUSE 3.1 BELOW



- 2.9.2. MODIFY, TRANSLATE, REVERSE ENGINEER, REPRODUCE, DECOMPILE, DISASSEMBLE OR CREATE DERIVATIVE WORKS OF ANY OF THE SAC WEBSITE MATERIAL.
- 2.9.3. RENT, LEASE, SUBLEASE, LOAN, COPY OR GIVE OR TRANSFER ANY RIGHTS IN THE SAC WEBSITE MATERIAL IN ANY FORM, TO ANY PERSON OR ENTITY WITHOUT THE PRIOR WRITTEN CONSENT OF SAC.
- 2.10. YOU AGREE TO INDEMNIFY AND KEEP INDEMNIFIED SAC AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, COSTS AND EXPENSES INCLUDING LEGAL FEES ARISING OUT OF ANY BREACH OF MISUSE OF THE USER TERMS, OR THE WEBSITE, OR YOUR OBLIGATIONS UNDER THE USER TERMS.

### **3. Ownership of Intellectual Property Rights:**

- 3.1. NOTWITHSTANDING THE LIMITED RIGHTS GRANTED TO YOU UNDER CLAUSE 2, SAC SHALL RETAIN ALL OWNERSHIP, TITLE AND INTEREST IN THE INTELLECTUAL PROPERTY RIGHTS CONTAINED IN THE WEBSITE MATERIAL, INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, DATABASE RIGHTS, PATENTS, SERVICE MARKS, DESIGN RIGHTS (WHETHER REGISTERED OR OTHERWISE), KNOW-HOW, TRADE OR BUSINESS NAMES, DOMAIN NAMES, AND GOODWILL ASSOCIATED WITH ANY OF THE FOREGOING AND OTHER SIMILAR RIGHTS OR OBLIGATIONS WHETHER REGISTERABLE OR NOT IN ANY JURISDICTION IN THE WORLD (HEREINAFTER "INTELLECTUAL PROPERTY RIGHTS")
- 3.2. YOU AGREE THAT ANY MATERIAL, INCLUDING ANY INTELLECTUAL PROPERTY RIGHTS CONTAINED IN SUCH MATERIAL, INCLUDING BUT NOT LIMITED TO MATERIAL SENT VIA CHAT ROOMS, FORUMS, CUSTOMER FEEDBACK, BULLETIN BOARDS, CLASSIFIED ADS, DESTINATION REVIEWS, OR ANY OTHER MATERIAL SUBMITTED FOR PUBLICATION ON THE WEBSITE, OR CONNECTED TO USE OF ANY OF THE WEBSITE FEATURES ("USER GENERATED CONTENT") MAY BE RETAINED AS THE PROPERTY OF SAC AND SAC SHALL HAVE NO OBLIGATIONS WITH REGARD TO THE USER GENERATED CONTENT TO MONITOR THE USER GENERATED CONTENT TO ENSURE THAT IT COMPLIES WITH APPLICABLE LAWS OR REGULATIONS.

### **4. Duration of User Terms and Termination:**

- 4.1. THESE USER TERMS ARE BINDING ON YOU IMMEDIATELY. YOU ACCEPT THEM BY CONTINUED USE OF THIS WEBSITE AND THEY REMAIN IN EFFECT UNTIL THE EARLIER OF THE FOLLOWING:
  - 4.1.1. YOUR BREACH OF ANY OF THE TERMS OF THE LICENSE GRANTED TO YOU IN CLAUSE 2;
  - 4.1.2. SAC TERMINATES THESE USER TERMS BY NOTICE TO YOU ON THIS WEBSITE;
  - 4.1.3. YOU TERMINATE THESE USER TERMS BY NOTICE TO SAC IN ACCORDANCE WITH CLAUSE 8



- 4.2. IN THE EVENT THAT THESE USER TERMS ARE TERMINATED FOR ANY OF THE REASONS ABOVE, YOU AGREE TO COMPLY WITH THE FOLLOWING OBLIGATIONS:
- 4.2.1. THE LIMITED LICENSE GRANTED TO YOU IN ACCORDANCE WITH CLAUSE 2 SHALL BE IMMEDIATELY TERMINATED AND YOU WILL HAVE NO FURTHER RIGHTS TO USE THE SAC WEBSITE.
  - 4.2.2. YOU MUST DELETE OR DESTROY ANY OF THE SAC WEBSITE MATERIAL STORED BY YOU IN ELECTRONIC OR HARD COPY FORM AS SOON AS PRACTICABLE.
  - 4.2.3. YOU WILL HAVE NO FURTHER RIGHTS TO ACCESS OR USE THE WEBSITE OR THE WEBSITE MATERIAL.
- 4.3. SAC , IN ITS SOLE DISCRETION, HAS THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCOUNT AND REFUSE ANY AND ALL FUTURE USE OF THE WEBSITE, FOR ANY REASON AT ANY TIME. SUCH TERMINATION WILL RESULT IN THE DEACTIVATION OF YOUR ACCESS TO THE WEBSITE.

**5. SAC's Responsibilities:**

- 5.1. WHILE SAC PROHIBITS USER GENERATED CONTENT THAT IS PORNOGRAPHIC IN NATURE; OFFENSIVE; INDECENT; OBSCENE; DEROGATIVE OR DEFAMATORY OF RACE; OR USES SEXUALLY EXPLICIT LANGUAGE, AND SAC USES ITS BEST EFFORTS TO POLICE USER GENERATED CONTENT, YOU UNDERSTAND AND AGREE THAT YOU NONETHELESS MAY BE EXPOSED TO SUCH MATERIALS. FURTHERMORE, THE VIEWS EXPRESSED BY USER GENERATED CONTENT ARE NOT REPRESENTATIVE OF THE VIEWS OF SAC AND SAC ACCEPTS NO LIABILITY WHATSOEVER IN RELATION TO USER GENERATED CONTENT.
- 5.2. SAC USES COMMERCIALY REASONABLE MEANS TO PREVENT BREACHES OF SECURITY OF THE WEBSITE AND AUTHORIZED USER'S PERSONAL AND CONFIDENTIAL INFORMATION MAINTAINED IN THE SAC DATABASE. HOWEVER, SAC MAKES NO WARRANTY, GUARANTEE OR REPRESENTATION OF THE SECURITY MEASURES USED AND IN PARTICULAR THE PROTECTION AFFORDED TO THE AUTHORIZED USER'S PERSONAL AND CONFIDENTIAL INFORMATION MAINTAINED IN THE SAC DATABASE.
- 5.3. SAC MAKES NO REPRESENTATION THAT THE WEBSITE, OR SERVICES OFFERED SUCH AS FORUMS, CHAT ROOMS, ETC. WILL BE ACCESSIBLE, OR USABLE BY YOU ERROR FREE, OR WILL BE ACCESSIBLE, OR USABLE BY YOUR COMPUTER BROWSER AND SAC ACCEPTS NO LIABILITY FOR ANY FAILURE OR INTERRUPTION OF THE WEBSITE, OR ANY INABILITY TO ACCESS OR USE THE WEBSITE.
- 5.4. SAC RESERVES THE RIGHT, WITHOUT NOTICE, TO REMOVE ANY SAC MATERIAL OR USER GENERATED MATERIAL FROM THE WEBSITE, OR TO SUSPEND OR ALTER THE OPERATION OF THE WEBSITE AT ITS SOLE DISCRETION FOR LEGAL OR TECHNICAL REASONS.



## **6. Consent to Use Your Personal Information:**

- 6.1. YOU ACKNOWLEDGE THAT IN THE COURSE OF REGISTERING AND USING THE WEBSITE, THAT CERTAIN PERSONAL AND CONFIDENTIAL INFORMATION OR DATA ABOUT YOU, INCLUDING BUT NOT LIMITED TO YOUR NAME, EMAIL ADDRESS AND PASSWORD, WILL BE CAPTURED ELECTRONICALLY AND STORED IN THE SAC DATABASE. BY ACCEPTING THESE USER TERMS, YOU EXPRESSLY AGREE TO TRANSFER SUCH PERSONAL INFORMATION OR DATA TO SAC
- 6.2. YOUR PERSONAL AND CONFIDENTIAL INFORMATION IS ALSO COVERED BY OUR [PRIVACY POLICY](#) AND YOU ARE ENCOURAGED TO READ THAT POLICY POSTED SEPARATELY ON THE WEBSITE.

## **7. Limitation of Liability:**

- 7.1. SAC EXCLUDES ALL LIABILITY SO FAR AS IS PERMITTED BY LAW IN RESPECT TO:
  - 7.1.1. ANY THIRD PARTY ADVERTISEMENTS OR OTHER WEBSITES THAT CAN BE ACCESSED VIA THE WEBSITE; AND
  - 7.1.2. ANY OPINIONS AND EXPRESSIONS MADE BY THIRD PARTIES WHICH CAN BE ACCESSED VIA THE WEBSITE, OR WHICH ARE CONTAINED IN USER GENERATED MATERIAL; AND
  - 7.1.3. ANY DAMAGE TO THE AUTHORIZED USER, THE AUTHORIZED USER'S COMPUTER HARDWARE, SOFTWARE, OR OTHER MATERIAL, OR EQUIPMENT RESULTING FROM THE AUTHORIZED USER ACCESSING AND USING THE WEBSITE.
- 7.2. SAC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, GOODWILL, REPUTATION, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM:
  - 7.2.1. THE USE OR LOSS OF USE OF THE WEBSITE;
  - 7.2.2. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES PURCHASED OR OBTAINED FROM A THIRD PARTY ACCESSED VIA THE WEBSITE;
- 7.3. THE WEBSITE MAY CONTAIN LINKS TO THIRD PARTY WEBSITES WHICH ARE CONTROLLED AND OPERATED BY PARTIES OTHER THAN SAC. THE LINKS WILL LET YOU LEAVE THE SAC WEBSITE AND SAC IS NOT RESPONSIBLE FOR THE CONTENT OF ANY LINKED WEBSITE. THE INCLUSION OF ANY LINK ON THE SAC WEBSITE DOES NOT IMPLY ENDORSEMENT OF THE LINKED WEBSITE BY SAC AND IF YOU DECIDE TO ACCESS LINKED THIRD PARTY WEBSITES, YOU DO SO AT YOUR OWN RISK.
- 7.4. THE EXPRESS TERMS OF THESE USER TERMS ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, UNDERTAKINGS, TERMS, AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, USAGE, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- 7.5. TO THE EXTENT THAT SAC IS DEEMED BY A COURT OF COMPETENT JURISDICTION TO HAVE ANY LIABILITY TO YOU IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR



OTHERWISE IN RELATION TO THIS WEBSITE, SAC'S ENTIRE LIABILITY SHALL BE LIMITED TO \$500 FOR ANY ONE INCIDENT OR SERIES OF RELATED INCIDENTS, AND AN AGGREGATE OF \$1,000 FOR ALL INCIDENTS IN ANY 12 MONTH PERIOD.

**8. Notices:**

- 8.1. YOU MAY CONTACT SAC REGARDING THESE USER TERMS BY SENDING AN EMAIL TO [WEBMASTER@SAILANGLE.COM](mailto:WEBMASTER@SAILANGLE.COM) AND REFERENCING TERMS & CONDITIONS IN THE SUBJECT LINE, OR IN WRITING AT 11494 SORRENTO VALLEY ROAD, SUITE H, SAN DIEGO, CA 92121.
- 8.2. SAC MAY SEND YOU NOTICE BY GENERAL NOTICES POSTED PERIODICALLY TO THE WEBSITE, OR IF CONCERNING A SINGLE AUTHORIZED USER, BY EMAIL TO THE EMAIL ADDRESS ON RECORD FOR THE AUTHORIZED USER, OR BY MAIL TO THE ADDRESS ON RECORD FOR THE AUTHORIZED USER. SUCH NOTICE SHALL BE CONSIDERED LEGALLY DELIVERED ON THE DAY OF POSTING IF BY EMAIL, AND AS OF THE DATE OF THE POSTMARK IF BY MAIL.