

PRIVACY POLICY

Introduction

This Privacy Policy (“**Policy**”) is a LEGAL and BINDING AGREEMENT between you and SeaByTheCity LLC (“**SeaByTheCity**”). Please review this Policy fully before you access and/or use SeaByTheCity’s website located at <http://www.seabythecity.com> (the “**Website**”) or any of SeaByTheCity’s social media sites (the “**Social Media Sites**”) as described below. As used in this Policy, the word “**Sites**” shall include SeaByTheCity’s Website, Social Media Sites and Blog.

The Sites are intended to be a safe environment for anyone who accesses and/or uses them. SeaByTheCity owns and/or licenses all of the information and content that is featured, displayed, or contained on any of SeaByTheCity’s Sites such as posts, comments and narratives, software codes and all other information in any and every format now existing or that may be created in the future, including without limitation text, graphic designs, still images, videos, audio and multimedia (collectively, the “**Content**”) including User Content which is described below. “**User Content**”, as used in these Terms, refers to information, posts, comments and narratives that you or any other user of the Sites posts, submits, or otherwise transmits and/or uploads to any of the Sites.

SeaByTheCity has created this Policy to demonstrate our commitment to the privacy of users of our Website and Social Media Sites. This Policy governs your access and use of the Sites and SeaByTheCity’s privacy practices with respect to the Website and SeaByTheCity’s Social Media Sites. By using SeaByTheCity’s Sites, you consent to the collection, processing, use, disclosure and retention of your information by SeaByTheCity as described in this Policy. You will also be subject to any additional terms posted with respect to individual sections of SeaByTheCity’s Sites, which also govern your use of SeaByTheCity’s Sites. These additional terms include without limitation the Terms of Service (“**Terms of Service**”) for SeaByTheCity’s Sites. In addition, you agree to be bound by the terms and conditions, privacy and/or other policies (the “**Social Media Platform Rules**”) of any of the social media sites and platforms on which SeaByTheCity’s Social Media Sites reside.

Your Acceptance of this Policy

If you do not agree to this Policy, you are directed to discontinue using and accessing SeaByTheCity’s Sites. SeaByTheCity reserves the right to change or update this Policy at any time and without prior notice. Your continued access or use of SeaByTheCity’s Sites after such changes or updates indicates your acceptance of the Policy as changed or updated. It is your responsibility to review this Policy regularly. This Policy was last updated on February 16, 2017.

Collection, Processing, Use, Disclosure and Retention of Information About You

When you use our Website, SeaByTheCity automatically tracks certain information about you. This information includes your Internet browser and version, your operating system, the Internet site or URL from which you came from prior to landing on SeaByTheCity's Sites, the date and time that you access or use our Sites, geolocation information, metadata information, searches that you conduct, key words, the fact that you visited the Sites, the pages that you visit within the Sites, and the Internet site, URL or social media page or platform to which you go upon leaving SeaByTheCity's Sites. SeaByTheCity reserves the right to use this information, in an aggregated and non-personally identifiable form only, to monitor the Sites' performance, utilization of features and services, traffic trends, and other analytical and optimization information.

"Cookies", "web beacons", Internet tags, pixel tags, and clear GIFs (collectively, "**Cookies**") are pieces of information that may be placed on your computer by a website, social media site or platform, or application for the purpose of facilitating and enhancing its communications and interactions with you. SeaByTheCity may use cookies to customize your visitation experience, deliver Content consistent with your stated interests and provide you with custom-tailored Content. By showing SeaByTheCity how and when its users use the Sites, cookies also help SeaByTheCity ascertain which areas are popular and which are not. Most Internet browsers are initially set to accept cookies, but you can set your Internet browser to refuse cookies. In addition, you can delete cookies from your browser's history cache. Please refer to your browser's instructions or FAQ for information about using its cookie settings.

Except as otherwise provided in this Policy or our Terms of Service, SeaByTheCity will not share, license, sell, trade or rent any of your personally identifiable information to third parties without your advance written permission or as and to the extent required by law. When you communicate with SeaByTheCity via email, telephone, fax or otherwise, SeaByTheCity may become privy to personally identifiable information about you such as your name, address, zip code, phone number, and email address. By using or accessing the Sites, you shall be deemed to expressly **opt-in** and knowingly and voluntarily **consent** to SeaByTheCity contacting you, subject to applicable laws. You may at any time prevent SeaByTheCity from using your email address by "**opting out**" of specific mailing lists and services. To "opt out," please send an email to SeaByTheCity at unsubscribe@seabythecity.com.

When you provide any personal information to SeaByTheCity by way of the Sites, you understand and consent to the collection, processing, use, disclosure and retention of such information by on or behalf of SeaByTheCity to the maximum extent permitted by applicable federal and state laws of the United States of America. SeaByTheCity's collection of your personal information shall be limited to the purposes identified by SeaByTheCity in this Policy or our Terms of Service. You may withdraw such consent as provided in this Policy or our Terms of Service, provided that pursuant to law or other reasons, there may be circumstances in which you may not withdraw your consent to the collection, processing, use, disclosure and retention of your information. In any such case of your withdrawal of consent, you acknowledge that there may be a delay before SeaByTheCity fully implements your withdrawal request and you may therefore still be contacted by SeaByTheCity for a period of time thereafter in connection with prior consent. Notwithstanding your withdrawal of any consent, SeaByTheCity may

subsequently contact you for other purposes that are unrelated to marketing and/or selling, including without limitation legal or regulatory purposes. Please be aware that applicable laws may require or permit the collection, processing, use or retention of your information without your consent.

Most Internet browsers can be set to transmit digital “Do Not Track” requests to websites and social media sites and platforms. Such sites may but are not required to comply with “Do Not Track” requests. At this time, SeaByTheCity does not respond to any digital “Do Not Track” requests.

If SeaByTheCity sells or transfers all or a portion of its business, whether to an affiliate, subsidiary, related entity, third party or otherwise, or if SeaByTheCity enters into a consolidation, merger, sale of stock or assets, or any similar transaction or enters into bankruptcy or insolvency, you expressly agree that SeaByTheCity shall have the right to sell, license or otherwise transfer any information SeaByTheCity has about you. In such event, SeaByTheCity shall request that the parties involved in any such transaction endeavor to conduct the collection, processing, use, disclosure and retention of your information in the same manner as SeaByTheCity does in this Policy.

If you have any questions about SeaByTheCity’s handling or use of your personal information, please contact SeaByTheCity at the address below:

SeaByTheCity.com LLC
anthony@seabythecity.com

SeaByTheCity’s Social Media Sites

SeaByTheCity maintains accounts and sites on independent third party social media websites and platforms including without limitation social media websites, Facebook, Twitter, Instagram, Vimeo, Youtube. Your use of SeaByTheCity’s Social Media Sites shall be subject to all of the following: this Policy; SeaByTheCity’s Terms of Service; and the terms of use, privacy policy, and all other applicable terms and conditions for each social media site and platform on which SeaByTheCity’s Social Media Sites reside, as in effect at the time.

In addition, when you register to use social media websites and platforms in general, you are generally required to furnish profile and other information to such websites and platforms in accordance with their own internal policies. Therefore, by using SeaByTheCity’s Social Media Sites, you are authorizing SeaByTheCity to collect and retain information about you, including your profile and other information that you have disclosed to such social media websites and

platforms and other tracking information arising from your access and use of SeaByTheCity's Social Media Sites. You expressly consent to SeaByTheCity's collection and retention of such information in accordance with this Policy and the Terms of Service.

Registration and Passwords

The Website and the Social Media Sites allow you to enable various social media sites and platforms such as Facebook to be directly integrated into your SeaByTheCity user experience. To take advantage of this feature, we will ask you to enter your Facebook username and password in order to log onto Facebook and/or other social media sites or platforms to use the Blog and other features of SeaByTheCity's Sites. As part of such integration, Facebook and/or other social media sites or platforms may provide us with access to certain information that you have provided to them, and we will use, store and disclose such information in accordance with this Policy.

Access to the Blog and other pages on the Website is limited to users who have logged onto their Facebook accounts for identity verification purposes. You will not distribute to or share your Facebook username or your password with others. You are solely responsible for maintaining the confidentiality of your Facebook username and your password. You will be responsible for all consequences and damages arising from all uses of your Facebook login, whether or not authorized by you. You are also reminded that your use of your Facebook login information is subject to Facebook's own policies and requirements, for which SeaBytheCity shall have no liability whatsoever.

Mobile Device Users of SeaByTheCity's Sites

You can access and use SeaByTheCity's Sites with virtually any mobile communications device such as a tablet, smartphone or wearable device that has an Internet browser application provided that you subscribe or have access to a mobile telecommunications network. You are solely responsible to pay any service and/or telecommunications provider fees for mobile Internet access to SeaByTheCity's Sites including all applicable text messaging fees and data and other charges. SeaByTheCity is not responsible for any technical or other difficulties that you may experience when you use a mobile device or mobile communications network to access or use any of SeaByTheCity's Sites. Some of the features of SeaByTheCity's Sites may not be available or accessible when you view SeaByTheCity's Sites using a mobile device. You understand that SeaByTheCity is providing its Sites to you on an "as is" basis.

Many mobile devices allow a user to control and disable Cookies and other privacy settings. Please refer to the instructions for your mobile device for additional information.

Risks

SeaByTheCity strives to protect the personal information, confidentiality and privacy of each user. However, SeaByTheCity cannot and does not guarantee the security of any personally identifiable information or Content that you disclose online or submit to SeaByTheCity via the Sites or otherwise, and you do so solely at your own risk.

You acknowledge that you are aware of security and privacy limitations including but not limited to: (1) the global accessibility of SeaByTheCity's Sites on the Internet; (2) the technological limitations of security, privacy, and authentication measures and features on Internet sites and specifically on SeaByTheCity's Sites; (3) the risk that data or information is transmitted to or from SeaByTheCity's Sites may be subject to eavesdropping, sniffing, spoofing, forgery, spamming, "impostering", tampering, breaking passwords, harassment, fraud, electronic trespassing, hacking, denial of service attacks, nuking, system contamination (including computer viruses, Trojan horses, worms, defects, date bombs, time bombs, malware, ransomware, bugs, executables or other items of a destructive nature or any other malicious computer codes, scripts, applications or programs) causing unauthorized, damaging, or harmful access to and/or retrieval of information and data on your computer or network; (4) the risk that data or information on any of SeaByTheCity's Sites may be subject to other security or privacy hazards, may not reach its destination, or may reach an erroneous address or recipient; (5) unauthorized access by third parties; and (6) the content or the privacy policies of other websites and social media websites and platforms, including without limitation those to which SeaByTheCity may link or be linked.

Children

SeaByTheCity is committed to the safety of children and to protecting the online privacy of children. SeaByTheCity does not request or knowingly collect any personal information from children under the age of thirteen (13). If SeaByTheCity becomes aware that a child under the age of 13 has provided personal information to the Sites, SeaByTheCity shall take reasonable measures to delete all such information from SeaByTheCity's stored records; provided, however, that in instances in which SeaByTheCity collects a persistent identifier and no other personal information, SeaByTheCity may use such identifier solely to provide support for the internal operations of the Sites. SeaByTheCity relies on the parents and guardians of children to monitor their children's access and use of the Internet, including SeaByTheCity's Sites.

Your California Privacy Rights

Annually, California residents may request and obtain personal information that SeaByTheCity has shared with third parties for such third parties' direct marketing purposes within the prior calendar year (as defined by California Civil Code § 1798.83, commonly known as California's "Shine the Light Law"). If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which SeaByTheCity shared this information in the immediately preceding calendar year. To obtain this information, please send an email message to anthony@seabythecity.com with the words "California Shine the Light Privacy Request" in the subject line as well as in the body of your message. SeaByTheCity will then furnish the requested information to that email address.

Law Enforcement

SeaByTheCity fully cooperates with law enforcement personnel and agencies in identifying those who use our services for illegal activities. SeaByTheCity reserves the right to release information to law enforcement agencies about a user whenever SeaByTheCity believes that the user is in violation of this Policy or the Terms of Service; as required by law; when the user is engaging in any activities that SeaByTheCity in its sole and absolute discretion believes to be unlawful and the identity of those who may be responsible; whenever SeaByTheCity believes disclosure is necessary to prevent physical harm or financial loss; or in connection with an investigation of suspected or actual illegal activity.

General Provisions

You and SeaByTheCity have agreed to this Policy within the State of New York, for all purposes.

All disputes arising out of, under, or in connection with this Policy including without limitation, their validity, interpretation, performance, or breach will be adjudicated exclusively in the United States District Court for the Eastern District of New York or in the Supreme Court of the State of New York, County of Nassau. You expressly consent to the exclusive jurisdiction of such courts over you. You expressly waive any claim of *forum non conveniens*. You agree to reimburse SeaByTheCity for its reasonable legal and professional fees and expenses of instituting or defending a lawsuit against or by you. This Policy and its validity and effect will be interpreted under, and governed by, the substantive laws of United States of America and the State of New York, without regard to principles of conflicts of laws or statutes.

This Policy and any other operating rules or terms posted on SeaByTheCity's Sites including without limitation the Terms of Service constitute the entire agreement between SeaByTheCity and you and supersedes all previous written or oral agreements between SeaByTheCity and you. No action or inaction by SeaByTheCity may be construed as a waiver of this Policy or any part thereof. If any of the provisions of this Policy are held to be unenforceable by a court having competent jurisdiction, the remainder of this Policy will continue in full force and effect.

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