

TERMS OF SERVICE

These Terms of Service (“**Terms**”) are a LEGAL and BINDING AGREEMENT between you and SeaByTheCity.com LLC (“**SeaByTheCity**”). Please review these Terms fully before you access and/or use SeaByTheCity’s website located at <http://www.seabythecity.com> (“**Website**”) and any of SeaByTheCity’s social media sites (“**Social Media Sites**”). As used in these Terms, the word “**Sites**” shall include SeaByTheCity’s Website, Social Media Sites and Blog. By accessing and/or using any of SeaByTheCity’s Sites, you agree to be bound by these Terms. You are also bound to any additional terms, conditions and disclaimers that may be posted with respect to individual sections of any of the Sites. The additional terms and conditions include without limitation SeaByTheCity’s Privacy Policy (the “**Privacy Policy**”). In addition, you agree to be bound by the terms and conditions, privacy and/or other policies of any of the social media sites and platforms (the “**Social Media Platform Rules**”) on which SeaByTheCity’s Social Media Sites reside.

If you do not agree to these Terms, you are directed to discontinue accessing and using the Sites. Please note that this or any part of these Terms may be changed or updated by SeaByTheCity from time to time without prior notice to you. Your continued access or use of the Sites after such changes or updates indicates your acceptance of the Terms as changed or updated. It is your responsibility to review these Terms regularly. These Terms were last updated on February 14, 2017.

SeaByTheCity Content and User Content

The Sites including their operating source codes are owned and operated by SeaByTheCity. SeaByTheCity owns and/or licenses all of the information and content that is featured, displayed, or contained on any of SeaByTheCity’s Sites including without limitation posts, articles, comments, narratives, software code, 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.

Your access to and use of SeaByTheCity’s Sites, all Content and all User Content are also subject to all applicable laws and regulations. If you are dissatisfied with any of the Content or User Content contained in SeaByTheCity’s Sites or with these Terms or the Privacy Policy, your sole and exclusive remedy is to discontinue accessing and using SeaByTheCity’s Sites immediately.

By accessing or using any of SeaByTheCity’s Sites and/or submitting any User Content and/or your name, telephone number, email address, or other personally identifiable information to the Sites, you represent and warrant that you own the right to utilize and license to any and all User Content and that such User Content does not infringe the copyright or other intellectual property right of any party and that none of the User Content which you directly or indirectly submit to any of SeaByTheCity’s Sites will be subject to any obligation, whether of confidentiality, attribution or otherwise on the part of SeaByTheCity. SeaByTheCity shall not be liable whatsoever for any use or disclosure of any User Content.

You agree to and shall assume full and sole responsibility for any User Content that you directly or indirectly submit to any of SeaByTheCity's Sites. You agree to and shall maintain any and all copyright or other proprietary notices embedded in or attached to any User Content that you directly or indirectly submit to any of SeaByTheCity's Sites. You hereby automatically and immediately assign to SeaByTheCity an exclusive, royalty-free, worldwide, perpetual, irrevocable license to any and all User Content that you submit directly or indirectly to any of SeaByTheCity's Sites for any and all purposes whatsoever.

Requirements to Use or Access the Sites

You are solely responsible for any and all acts and omissions that occur during or relating to your access and/or use of SeaByTheCity's Sites. You agree not to access or use any of SeaByTheCity's Sites in any way that is unacceptable or illegal, as determined by SeaByTheCity in its sole discretion. Specifically and without limitation, you agree not to do any of the following things:

1. Directly or indirectly submit User Content or any other material in any medium whatsoever that may be abusive, obscene, defamatory, harassing, grossly offensive, vulgar, profane, threatening, abusive, malicious, unlawful, is invasive of privacy or publicity rights, is intended to be used for any unlawful purpose, is false or misleading, that encourages criminal conduct, that actually or potentially infringes the copyright, trademark, patent, trade secret or any other right of any person including SeaByTheCity or which may give rise to civil or criminal liability.
2. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile, or disassemble any portion of the Sites or their source codes.
3. Remove any copyright, trademark or other proprietary rights notices contained in SeaByTheCity's Sites or embedded in or attached to any Content.
4. Create a false identity or otherwise attempt to mislead any person as to the identity or origin of any communication.
5. Directly or indirectly post or transmit "spam," unsolicited email, text or any other messages in any medium whatsoever or any other unsolicited commercial communication of any kind whatsoever.
6. Directly or indirectly express or imply that any statements you make are and/or any User Content that you submitted endorsed by SeaByTheCity.
7. "Hack" or deface all or any portion of any of SeaByTheCity's Sites or directly or indirectly facilitate such hacking or defacing.
8. Directly or indirectly interfere with, disrupt, or attempt to gain unauthorized access to other user accounts on any of SeaByTheCity's Sites or any other computer network.

9. Directly or indirectly post or transmit 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 (collectively, “**Virus**”).

10. Directly or indirectly restrict or inhibit any other person from using or accessing any of SeaByTheCity’s Sites.

11. Directly or indirectly engage in any other activity that SeaByTheCity determines in its sole discretion to be in conflict with the spirit and/or intent of these Terms, the Privacy Policy, applicable laws or otherwise.

12. Directly or indirectly reproduce, distribute, modify, sell, license or re-post any Content or User Content (other than User Content licensed to you) on websites or computer networks other than SeaByTheCity’s Sites.

Frame, mirror or deep link any portion of any of SeaByTheCity’s Sites on any other website, social media site, intranet, internet or any other computer network.

Directly or indirectly engage in data extraction, data analysis, data management, analytics, predictive analytics, data dredging, data snooping, phishing, data modeling, data classification, data reproduction, behavioral analysis, data surveys or data mining.

Directly or indirectly transfer, store or otherwise utilize or affect any Content and/or User Content residing or exchanged over any of SeaByTheCity’s Sites in any electronic network including without limitation a peer-to-peer network for use by more than one user.

Directly or indirectly collect, use and/or store any information about other users of any of SeaByTheCity’s Sites, whether the information is personally identifiable or de-identified and aggregated with information concerning other users of the Sites.

Copyrights, Trademarks and Copyright Agent

SeaByTheCity’s Sites and all Content contained on SeaByTheCity’s Sites are protected by United States copyright and trademark law and other applicable laws. All copyrights and trademarks which are not the property of SeaByTheCity that are used or referred to in SeaByTheCity’s Sites are the property of their respective owners. Unless otherwise expressly indicated therein, nothing contained in SeaByTheCity’s Sites will be construed as granting any license or any other rights to any copyright, trademark, patent, or other property of SeaByTheCity or any third party, whether by implication, laches, estoppel, explicit grant or otherwise. The Content is proprietary and is the sole and exclusive property of SeaByTheCity. Any unauthorized use of Content or other materials on SeaByTheCity’s Sites may violate applicable laws, shall be a violation of these Terms, and may violate the Social Media Platform Rules.

Pursuant to Title 17, United States Code, Section 512, notifications of claimed copyright infringement on any of the Sites should be sent to SeaByTheCity's designated agent. If you believe that your work has been used in a way that may constitute copyright infringement, you should furnish the following information by notice to SeaByTheCity's designated agent:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work that you claim has been infringed;

A description of where the material that you claim is infringing is located on the Site(s);

Your name, address, telephone number and email address;

A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and

A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

SeaByTheCity's designated agent for notice of claims of copyright infringement on any of the Sites is its copyright agent, who may be reached as follows:

By Email:

anthony@seabythecity.com

Disclaimer of Warranty; Limitation of Liability

The Sites and all Content and User Content posted on any of the Sites or delivered to you from, through, or via any of the Sites is provided to you “as is” and other than as expressly provided on the Sites, without any warranties of any kind, express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose by SeaByTheCity or any of its affiliates, members, managers, officers, employees, agents, representatives, successors, predecessors and/or assigns. SeaByTheCity.com LLC makes no representations whatsoever about the Content or User Content contained on SeaByTheCity’s Sites. You agree and understand that you must evaluate and bear all risks associated with accessing and using any of SeaByTheCity’s Sites, including those risks associated with reliance on the accuracy, thoroughness or utility of any Content or User Content.

You agree that SeaByTheCity’s maximum liability arising from any use of any of SeaByTheCity’s Sites under any circumstances will be limited to U.S. \$100.00. (Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.)

IN NO EVENT WILL SEABYTHECITY.COM LLC OR ITS AFFILIATES, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, SUCCESSORS, PREDECESSORS AND/OR ASSIGNS BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER FOR LOST OR ANTICIPATED PROFITS RELATED TO ANY INFORMATION, CONTENT OR USER CONTENT LOCATED ON, OR TRANSMITTED TO, THROUGH OR FROM SEABYTHECITY’S SITES; OR FOR YOUR RELIANCE ON ANY INFORMATION, CONTENT OR USER CONTENT THAT IS LOCATED OR TRANSMITTED TO, THROUGH OR FROM SEABYTHECITY’S SITES, WHETHER IN AN ACTION BASED ON CONTRACT, NEGLIGENCE, TORT, EQUITY OR ANY OTHER FORM OF RELIEF OR ACTION, OR WHETHER OR NOT ARISING OUT OF OR IN CONNECTION WITH THE USE OF ANY INFORMATION, CONTENT OR USER CONTENT AVAILABLE FROM SEABYTHECITY’S SITES, OR WHETHER OR NOT SUCH DAMAGES ARE ALLEGED TO HAVE BEEN CAUSED BY THE ERRORS, OR OMISSIONS OR NEGLIGENCE IN CONNECTION WITH THE INFORMATION CONTENT OR USER CONTENT OR OTHER INFORMATION CONTAINED WITHIN SEABYTHECITY’S SITES.

SeaByTheCity expressly disclaims any responsibility or liability based upon or arising out of a violation of these Terms or the Privacy Policy by any user of SeaByTheCity’s Sites.

SeaByTheCity is not responsible for any errors or omissions in postings on or submissions to SeaByTheCity’s Sites or for any results obtained from the use of any Content, User Content or other information. SeaByTheCity strives to provide accurate information and Content but makes no claims, promises, representations, or guarantees about the accuracy, completeness or adequacy of the Content, User Content or other information contained in or linked to or from SeaByTheCity’s Sites. SeaByTheCity therefore cannot and does not claim, promise, warrant,

represent or guarantee that any Content, User Content or other information is appropriate for any particular user.

In no event shall SeaByTheCity be liable for any damage to your computer hardware, software or network that may occur on account of your access to or use of SeaByTheCity's Sites or your downloading of Content, User Content or information from SeaByTheCity's Sites, whether caused by a Virus or otherwise. Content, User Content and other information contained on SeaByTheCity's Sites may contain technical inaccuracies or typographical or other errors, for which SeaByTheCity expressly disclaims any and all liability.

The Content, User Content and other information contained on SeaByTheCity's Sites may be changed at any time without any prior notification or obligation.

SeaByTheCity does not routinely monitor SeaByTheCity's Sites, User Content or other information that is posted to the Blog or any other section of the Sites by users. However, SeaByTheCity reserves the right to monitor SeaByTheCity's Sites and to edit, modify, remove or redact any User Content or other information that SeaByTheCity in its sole discretion considers to be inappropriate or unlawful for any reason whatsoever. The exercise of such rights will not create an obligation for SeaByTheCity to monitor, edit, modify, remove or redact any Content, User Content or other information on the Blog or any portion of the Sites including the Social Media Sites. SeaByTheCity does not initiate, edit, modify, select or designate specific recipients for any public User Content, submitted to the Blog or any other section of the Sites including the Social Media Sites or other information submitted posted or uploaded to the Blog or any other part of the Sites, except that SeaByTheCity may consolidate and edit for clarity any User Content on other information posted to the Sites including on the Social Media Sites and the Blog.

Third Party Content

SeaByTheCity's Sites may provide hyperlinks to other web pages, websites, links, social media sites and platforms, applications and other resources that are available on the Internet (collectively, "**Third Party Content**"). SeaByTheCity has no control over any Third Party Content that you access or use via such hyperlinks. SeaByTheCity does not endorse or accept any responsibility for any Third Party Content. SeaByTheCity is not responsible for any Third Party Content or for the consequences of your access or use of any Third Party Content, or for any content, advertising, products, services, information or other materials on or available from such Third Party Content. SeaByTheCity makes no covenants, warranties or representations whatsoever about any of the foregoing. All Third Party Content is provided to Users on an "as is, where is" basis, solely as a convenience to our users. You acknowledge and agree that SeaByTheCity shall not be responsible or liable for any damage or loss caused or alleged to have been caused in connection with your use of or reliance on any Third Party Content or any advertising, products, services, information or other materials that may be available on or through any such Third Party Content. It is your sole responsibility to take any and all necessary precautions to ensure that any Third Party Content that you may choose to access and use is safe, appropriate for you, and does not contain any inaccuracies, Viruses or other items of a destructive nature. SeaByTheCity shall have no liability for any of the foregoing matters.

Use of SeaByTheCity's Social Media Sites

It is your sole responsibility to read and comply with the Social Media Platform Rules. In no event shall SeaByTheCity be responsible in any way for your violation of any of the Social Media Platform Rules. Your use of SeaByTheCity's Social Media Sites shall be subject to all of the following: (1) these Terms; (2) SeaByTheCity's Privacy Policy; and (3) the Social Media Platform Rules.

The SeaByTheCity's Blog

SeaByTheCity's Website and Social Media Sites contains an interactive Blog for users of the Website. The Blog is designed to permit users to share their own ideas, opinions and other User Content. Information on the Blog may be provided by SeaByTheCity's staff and other contributors, some of whom wish to be anonymous and are people not otherwise connected with SeaByTheCity. You acknowledge that a large volume of information is available on SeaByTheCity's Sites including on the Blog, and that people participating on the Sites including on the Blog may post User Content, messages or make statements whether intentionally or unintentionally that are inaccurate, misleading or deceptive. SeaByTheCity neither endorses nor is responsible for such User Content, messages or statements or for any opinion, advice, information, or other statement made or displayed on the Sites including on the Blog by third parties. Opinions, comments and other statements expressed by users of the Sites including on the Social Media Sites and the Blog are theirs alone, and are not opinions or the responsibility of SeaByTheCity. User Content is the sole responsibility of the users who post or upload such User Content and their accuracy and completeness are not endorsed or guaranteed by SeaByTheCity. SeaByTheCity is not responsible for any errors or omissions in postings on the Sites including on the Blog, for hyperlinks embedded in posts, messages or other User Content, or for any results obtained from the use of such information.

You acknowledge that due to the immediate nature of the Internet, SeaByTheCity may not censor, approve, edit or endorse information placed on the Sites by its users, including on the Social Media Sites and the Blog. SeaByTheCity cannot and does not guarantee or warrant that inappropriate or illegal material will not be posted on the Sites including on the Social Media Sites and Blog.

You understand that by accessing and using the Sites including the Social Media Sites and Blog, you may be exposed to Content or User Content that may offend you. Your sole and exclusive remedy is to avoid such Content or User Content by discontinuing your access and use of the Sites.

Conduct and Misconduct by Users

All users are required to access and use SeaByTheCity's Sites for lawful purposes only. Conduct by any user that in the sole and absolute judgment of SeaByTheCity directly or indirectly restricts or inhibits any other user from using or enjoying SeaByTheCity's Sites shall not be permitted. SeaByTheCity reserves the right in its sole and absolute discretion to refuse access to any or all of SeaByTheCity's Sites to any user for any reason whatsoever including without

limitation a belief that the user has violated these Terms, the Privacy Policy, any Social Media Platform Rules or any applicable laws.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY OR ALL OF SEABYTHECITY'S SITES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE BY A PERSON, SEABYTHECITY RESERVES THE RIGHT TO SEEK MONETARY DAMAGES AND ALL OTHER AVAILABLE RELIEF FROM SUCH PERSON TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Indemnification

You agree to indemnify, defend, and hold harmless SeaByTheCity and its affiliates, members, managers, employees, officers, agents, representatives, successors, predecessors and assigns from and against all losses, expenses, judgments, amounts paid in settlement, damages and costs including reasonable attorneys', professionals' and expert witness and other fees and expenses resulting from your actual or alleged breach or violation of these Terms or the Privacy Policy, your compliance with legal matters associated with or arising out of any subpoena or legal process that relates to you, and any and all other matters relating to you, whether concerning SeaByTheCity.com LLC, the Sites, copyright infringement (whether relating to your User Content or otherwise) or otherwise. SeaByTheCity reserves the right to assume at its sole expense the exclusive defense and control of any matter that is subject to indemnification by you. In such event, you agree to cooperate fully with SeaByTheCity in asserting any available defenses and in all other respects at SeaByTheCity's request.

Termination

SeaByTheCity licenses the right to access and use the Sites to you. This license shall immediately and automatically terminate upon your breach of these Terms, the Privacy Policy or applicable laws without any requirement to give notice thereof to you. In addition, SeaByTheCity may terminate this license immediately at any time, at will, for any reason or no reason, and for the convenience of SeaByTheCity. If you do not abide by these Terms, you are not authorized to access or use SeaByTheCity's Sites.

General Provisions

You and SeaByTheCity have agreed to these Terms within the State of New York for all purposes. Any and all disputes arising out of, under or in connection with these Terms 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 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. These Terms and their validity and effect will be interpreted under and governed by the substantive laws of the United States of America and the State of New York, without regard to principles of conflicts of laws or statutes.

By your acceptance of these Terms and your access and/or use of SeaByTheCity's Sites and as a material condition of such access and/or use, you represent and warrant to SeaByTheCity that you are at least thirteen (13) years old. You also represent and warrant to SeaByTheCity that you have provided accurate and complete information in all of your communications with SeaByTheCity including without limitation your username, password and user profile, if any.

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

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