

IMMCS FAN KIT AGREEMENT

International Marine Mammal Conservation Society, Inc and Anti Poaching Technologies, Inc (collectively "IMMCS") grants you a revocable, limited, non-transferable and non-exclusive permission to use the trademarks and branded graphics included in our Fankit (collectively the "IMMCS Fankit") solely to show support for IMMCS, all in accordance with the terms and conditions provided hereunder and at www.immcs.org/copyright-policy.html, ("Terms") incorporated herein by reference. You agree to abide by the terms and conditions set forth in this Fankit Agreement (the "Agreement") before you download, copy, or use the IMMCS Fankit in whole or in part. Any such downloading, copying or use shall constitute your acceptance of these terms and conditions. If you do not agree to these terms and conditions, you may not download, copy, or use the IMMCS Fankit.

You agree to the following terms and conditions:

You shall use the IMMCS Fankit solely for the purpose of showing support for IMMCS, and you shall endeavor to make any information you present accurate and not misleading.

You acknowledge the great value of the goodwill associated with the IMMCS Fankit and further acknowledge that IMMCS is the sole and exclusive owner of the IMMCS Fankit and the goodwill associated therewith.

You shall not use the IMMCS Fankit in any manner that violates the policy or that may disparage IMMCS, the IMMCS Fankit or impair the validity, scope, title or goodwill of IMMCS in the IMMCS Fankit, libel or slander any person or entity, violate or infringe upon any right, common law or otherwise, of any kind or nature whatsoever, of any person or entity, or violate any right of personality, privacy or publicity.

You acknowledge that your use of the IMMCS Fankit in no way implies sponsorship or certification by IMMCS of you, and that you may not hold yourself out or represent yourself as an employee, educational agent, fisheries agent, or affiliate of IMMCS.

You shall not use the IMMCS Fankit in any manner that implies IMMCS's sponsorship or certification of you.

You agree that you shall not alter or modify any part of the elements included in the IMMCS Fankit to infringe the copyright, trademark or common law rights of any person or entity.

In conjunction with any use of IMMCS Fankit assets, you agree to place, in a reasonably prominent location, on your fan site or other fan work wherever materials, trademarks, or properties owned by IMMCS are located, the following notice: "This site is not endorsed by or affiliated with the International Marine Mammal Conservation Society or Anti-Poaching Technologies and its subsidiaries. All IMMCS content and materials are copyright International Marine Mammal Conservation Society, Inc (IMMCS) and Anti-Poaching Technologies, Inc (APT). IMMCS | Global Fisheries Enforcement®, APT | Unleashing The Unstoppable® are registered trademarks of the International Marine Mammal Conservation Society and Anti Poaching Technologies. All rights reserved." You further agree not to use or adopt any trademarks or designs that might be confusingly similar to IMMCS's trademarks, trade dress or content.

You agree that IMMCS has the right to review your use of the IMMCS Fankit and any other material that uses or derives from, in whole or in part, any property, trademark, copyrighted, or original content created by or for IMMCS, and further agree to remove or cease usage of any unapproved or disapproved work or material at IMMCS's request.

You agree that any use of the IMMCS Fankit or other material or property belonging to IMMCS is limited to non-commercial use only and may not be used collect, receive, or solicit revenue, subscription feeds, or compensation of any kind or for any app, website, or other user-generated content or service requiring payment or compensation for access or use, or promote or endorse, defame or slander any person or entity or any activity that would violate the Terms.

You agree to maintain and to not remove and not alter any identifying information or copyright or proprietary rights information conveyed or contained within any materials or assets within the IMMCS Fankit, including, but not limited to, watermarks, intellectual property or ownership notices or symbols, branding or brand names, or licensing documents or notices.

You agree to provide IMMCS with the web address (URL) of your Fan Site and all URLs that redirect to your Fan Site or other fan content so that IMMCS may inspect your site and verify compliance with this Agreement at any time. You further represent and warrant that any information you provide to IMMCS, including the information you provided as part of the download sequence to obtain the IMMCS Fankit is true and correct. You agree that in the event any such information, including your contact information and the URL of your Fan

Site or any URLs that redirect to your Fan Site changes, you will update such information by sending an e-mail with such updated information to legal@immcs.org.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS IMMCS AND ITS LICENSORS, AND ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES OR AGENTS, FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY AND OTHER EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), RESULTING FROM YOUR BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR ANY IMPROPER OR UNAUTHORIZED USE OF THE IMMCS FANKIT.

THE IMMCS FANKIT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. IMMCS HEREBY DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL IMMCS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORT RELATED ACTION, ARISING OUT OF, OR IN CONNECTION WITH, OR IN CONTEMPLATION OF YOUR USE OF THE IMMCS FANKIT, EVEN IF IMMCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASES SHALL IMMCS'S TOTAL LIABILITY TO YOU HEREUNDER FROM ANY AND ALL CAUSES EXCEED \$10 US IN THE AGGREGATE.

Your breach of or failure to comply with the terms and conditions of this Agreement shall result in an immediate termination of this Agreement as well as any and all privileges granted to you thereunder.

IMMCS reserves the right to withdraw permission to use the IMMCS Fankit, in its sole discretion.

IMMCS owns and retains all rights, title, and interest in the IMMCS Fankit materials.

Upon the expiration or termination of this Agreement, the rights and licenses granted hereby to you shall immediately terminate and you shall immediately cease to use the IMMCS Fankit.

Any claim arising under or relating to this Agreement shall be governed by and construed in accordance with the internal law of the State of California, without regard to any of its choice-of-law provisions. You consent to the exclusive jurisdiction and venue of the state and federal courts located in Sonoma County and Solano County.

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements with respect to the subject matter of this Agreement.

IMMCS may, from time to time and at its own discretion, alter, amend, or update the terms of the Agreement and provide notice of such alteration, amendment, or update at its website. You agree to review the Agreement periodically in order to stay current with the Agreement, and if you do not agree to the changes you must immediately cease your use of the IMMCS Fankit.

This Agreement grants no rights, privileges, licenses, or permissions to use or

make derivative works from any other property of IMMCS. You shall strive to ensure full compliance with this policy, by downloading, you agree that you will not modify, sell or reproduce the IMMCS logo or content in any way or gain any financial resources as a result. You agree not to sell or produce artwork or clothing gear with such content. If we find a "user" is found in breach of this contract, the user will be liable to pay the full amount raised which included the IMMCS trademark logo or content + court costs and attorney fees.

This Agreement may not be sublicensed and is not assignable or transferable.

Any material, site, or other content you create using the IMMCS Fankit is not a "Joint Work" as that term is defined in the United States Copyright Act, Title 17 United States Code ("U.S.C"), and is not otherwise a joint, collective or collaborative work under any other applicable laws.

Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. A waiver given on any one occasion is effective only in that instance and will not be construed as a waiver of any right on any other occasion. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

If you have any questions regarding the terms and conditions of this Agreement, please contact legal@immcs.org