

Last Updated Date: March 31, 2012

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We may monitor your use of the Site, and may freely use and disclose any information and materials received from you or collected through your use of the Site for any lawful reason or purpose. We have a specific Privacy Policy that describes the information we collect through your use of the Site, and the limitations we have agreed to place on our use of such information. That Privacy Policy is hereby incorporated by reference into these Terms, and may be viewed on the Site or by clicking on the following: www.fishtoday.org/contact.

You should carefully read through all these Terms and our Privacy Policy. By accessing or otherwise using the Site, you agree that these Terms and our Privacy Policy constitute a legally binding agreement between you and PIFG (this “**Agreement**”). You are not authorized to access or otherwise use the Site unless you are able to enter into legally binding contracts.

1. MODIFICATION

We reserve the right, in our sole and absolute discretion, to modify or revise the Site and/or these Terms, in whole or in part, at any time and without prior notice. If we modify or revise these Terms, the modified Terms will automatically be effective ten (10) days after they are published on the Site, and you will be legally bound by the modified Terms ten (10) days after such publication. We will also update the “Last Updated Date” located at the top of these Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site.

We also may change, suspend or discontinue any aspect of the Site at any time, including the availability of any feature, database, or the Products and Services offered via the Site. We may also impose limits on certain features and services or restrict your access to portions, or all, of the Site, without notice or liability. We reserve the right to make changes, corrections, and improvements to the Site, and to the Products and Services offered via the Site, at any time, without prior notice.

2. LIMITED LICENSE TO USE THE SITE

Users are granted a limited, revocable, non-exclusive license to access the Site and its contents, all in accordance with these Terms.

The license to use the Site granted to Users in these Terms does not include any right of collection, aggregation, copying, scraping, duplication, display or derivative use of the Site, nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose Internet search engines for noncommercial public archives that use tools to gather information for the sole purpose of displaying links to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent. "General purpose Internet search engines" do not include Internet Web sites or search engines or other services in the business of selling any products or providing any services that compete with us and our Products and Services.

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3. PROPRIETARY RIGHTS AND DOWNLOADING CONTENT

The Site (and all content on the Site) is protected by copyright as a collective work and/or a compilation, pursuant to applicable U.S. and international copyright laws and conventions, and database rights. The contents of the Site are only being made available for your personal, non-commercial use. Much of the content posted on the Site is protected by copyright, and is owned or controlled by us or the party credited as the provider of such content. You agree to abide by any and all copyright notices, information, or restrictions contained in or relating to any content on the Site. You may download and make one (1) copy of the Site and other downloadable items displayed on the Site for your personal, noncommercial use only, provided that you maintain all copyright and other notices contained in such content. Copying, storing or otherwise accessing the Site or any content on the Site for other than your personal, noncommercial use is expressly prohibited without the prior written permission from us or the copyright claimant identified in an applicable copyright notice.

Certain public documents are made available on the Site. Although we attempt to reflect those public documents accurately on the Site, we are not responsible for any errors or omissions that may occur in our reporting of those public documents. If the information is critical to you, you should check with the original government source of those documents to confirm their accuracy.

4. TRADE NAMES, TRADEMARKS AND SERVICE MARKS

You acknowledge that the Site includes certain trade names, trademarks and service marks owned by us, as well as trade names, trademarks and service marks owned by third parties. You agree not to copy, use or otherwise infringe upon these trade names, trademarks or service marks. You further agree that you will not alter or remove any trademark, service mark, copyright, or other notice from any copies of the contents of the Site.

5. USER-CONTRIBUTED CONTENT

You are solely responsible for any content, whether written or recorded, including, but not limited to text, articles, photographs, images, graphics, illustrations, artwork, video, audio, music, podcasts, trademarks, trade names, service marks, designs, plans, software, source and object code, algorithms, data, statistics, analysis, formulas, indexes, registries, repositories, and all other content, information and materials that you may post, upload, publish or place on the Site, and that is transmitted through any and all media, which shall include but not be limited to, Forums (as defined below), video recordings, sound recordings, Internet Web logs (aka blogs)(collectively “**User-Contributed Content**”). As a result, we do not and will not endorse User-Contributed Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim and will not be responsible for any and all liability in connection with User-Contributed Content. We have no duty to, and do not, pre-screen User-Contributed Content. We do, however, reserve the right to decline to permit the posting on the Site, or to remove from the Site, User-Contributed Content if it is brought to our attention (such as by notice given to us by another Site User, or any third party) that any part of this Agreement, or any other requirements governing the posting of User-Contributed Content, has/have been apparently breached in respect of such content.

By submitting User-Contributed Content to the Site, you affirm, represent, and/or warrant: (a) that you own or have secured the necessary licenses, rights, consents, and permissions to use all copyright, trade name, trademark, service mark, patent or other proprietary rights in and to any and all of your User-Contributed Content; (b) that you have the written consent, release, and/or permission for each and every identifiable individual person, entity, personal item or location depicted in your User-Contributed Content to use the name or likeness of each and every such identifiable individual person, entity, personal item or location in a manner consistent with this Agreement; and (c) that you have the present ability and do hereby grant to us rights to use your User-Contributed Content in a manner consistent with this Agreement.

By submitting User-Contributed Content to the Site, you hereby grant to us a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free, and fully paid-up license to use, copy, license, sublicense, adapt, distribute, manipulate, prepare derivative works of, host, index, cache, tag, encode, archive, store, publicly display, publicly perform, reproduce, transmit, excerpt, modify, translate, publish, edit and otherwise exploit (including, without limitation, the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) your User-Contributed Content, in any form, format or medium now known or hereafter developed. Without limiting the generality of the previous sentence, you authorize us to share your User-Contributed Content across all Internet Web sites, magazine and other publications affiliated with us, to include your User-Contributed Content in a searchable format accessible by other Site Users and other Internet Web sites owned by us, to place advertisements in close proximity to your User-Contributed Content, and to use your name, likeness and any other information contained in your User-Contributed Content in connection with our use of your User-Contributed Content. By submitting your User-Contributed Content to the Site, you also hereby grant to each User of the Site a non-exclusive license to access your User-Contributed Content, and to use, reproduce, distribute, prepare derivative works of, display and publish your User-Contributed Content as permitted through the features and functionality of the Site and under this Agreement.

You hereby waive all claims against us for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, rights of attribution and other rights in connection with your User-Contributed Content. You also agree to indemnify, defend and hold harmless the Site and us from any demand, claim, cause of action, or other liability, including attorneys' fees, arising from the use or distribution of your User-Contributed Content, or from any violation of the above representations and warranties with respect to your User-Contributed Content. You further grant us the right to use your name in connection with the reproduction or distribution of such material.

You agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, and in which you are not the owner, or in which you do not have rights to or do not have permission from the proper owner to post, upload or publish the material and to grant us all of the license rights granted in this Agreement. You agree not to publish falsehoods or misrepresentations. You agree not to submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate.

We are not responsible for any infringement or violation of laws resulting from User-Contributed Content and each User agrees to indemnify, defend and hold harmless the Site and us against any action brought for libel, slander, infringement of copyright, violation of the rights of publicity or privacy, or violation of other rights arising from the use of User-Contributed Content supplied by that User. Each User hereby waives and releases all claims against us for any alleged or actual infringement of any proprietary rights, rights of privacy and publicity, moral rights and rights of attribution in connection with User-Contributed Content posted or provided to us by that User.

If you choose to submit any User-Contributed Content, the following terms shall apply: (1) your User-Contributed Content will automatically become the property of PIFG, without any obligations or compensation to you; (ii) PIFG may use, disclose, and/or redistribute User-Contributed Content for any purpose and in any way; (iii) there is no obligation for PIFG to review any such User-Contributed Content; (iv) there is no obligation to keep any such User-Contributed confidential, and you waive all trade secret and other rights to such User-Contributed Content; and (v) you are waiving any claim against the PIFG Group (as defined below) regarding the use of such User-Contributed Content, even if material or an idea that we use is or may be substantially similar to such User-Contributed Content.

6. REPRESENTATIONS OF USE

You represent, warrant and covenant that: (a) you shall not upload, post or transmit to, distribute, or otherwise publish through the Site any content which (i) restrict or inhibit any other User from using and enjoying the Site; (ii) are unlawful, threatening, harassing, hateful, abusive, racist, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent; (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any laws; (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trade name, trademark, service mark, patent, rights of privacy or publicity or any other proprietary right; (v) contain a software virus or

other harmful component, including, without limitation, viruses or components designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (vi) contain any information, software or other material of a commercial nature; (vii) contain advertising of any kind, solicitation of funds, or solicitation for goods or services (without our express prior written approval); or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (b) that you are at least eighteen (18) years of age.

7. TERMINATION OF MEMBERSHIP

If, in our sole and absolute discretion, any User submits unsuitable material to our Site, or misuses the Site or our online system or is in breach of this Agreement, we reserve the right to terminate such User's Site membership account immediately, without notice or refund (if applicable). In addition, if we become aware of or receive a complaint from any User or third party regarding a User's use of the Site, for example, and without limitation, if we receive a complaint that any User-Contributed Content infringes on the rights of a third party, then we may terminate such User's Site membership account immediately, without further notice, and we may remove that any User-Contributed Content that User may have posted on the Site. We assume no duty to investigate complaints.

8. YOUR E-MAIL ADDRESS

When you provide your e-mail address in connection with any service or tool provided on the Site, and/or in connection with ordering the Products and Services offered via the Site, you agree to allow the Site to add your e-mail address to our database of Users. You may receive promotional e-mails from the Site and/or our affiliates. You are welcome to opt not to receive such promotional e-mails from the Site or such affiliates at any time. Please review our Privacy Policy for more information regarding our information collection practices and safeguards, and how to opt not to receive such e-mails.

9. IDENTITY VERIFICATION

Identity verification on the Internet is difficult and we will not be responsible or liable for confirming each User's purported identity.

You agree to: (a) keep your login ID and password secure and strictly confidential, providing it only to authorized users of your Site membership account; (b) instruct each person to whom you give your login ID and password that s/he is not to disclose such information to any unauthorized person or entity; (c) notify us immediately and select a new login ID and password if you believe your password may have become known to an unauthorized person or entity; and (d) notify us immediately if you are contacted by anyone requesting your login ID and password. We discourage you from giving anyone access to your login ID and password. However, if you do give someone your login ID and password, or if you fail to adequately safeguard such information, you are solely responsible for any and all transactions that the person performs while using your Site membership account, even those transactions that are fraudulent or that you did not intend or want performed.

EACH MEMBER ACKNOWLEDGES AND AGREES THAT: (1) THE PIFG GROUP WILL NOT BE RESPONSIBLE OR LIABLE TO ANY MEMBER, USER OR ANYONE ELSE FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY MEMBER'S LOGIN ID AND PASSWORD THAT OCCURS BEFORE SUCH MEMBER HAS NOTIFIED US OF POSSIBLE UNAUTHORIZED USE OF SUCH LOGIN ID AND PASSWORD, AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE; AND (2) THE UNAUTHORIZED USE OF A MEMBER'S LOGIN ID AND PASSWORD COULD CAUSE SUCH MEMBER TO INCUR LIABILITY TO BOTH PIFG AND OTHER MEMBERS. FURTHER, WE MAY, WITHOUT NOTICE OR LIABILITY TO YOU, SUSPEND OR CANCEL YOUR SITE MEMBERSHIP ACCOUNT AT ANY TIME, EVEN WITHOUT RECEIVING NOTICE FROM YOU, IF WE SUSPECT, IN OUR SOLE AND ABSOLUTE DISCRETION, THAT YOUR LOGIN ID AND PASSWORD ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

10. NOTIFICATION OF INFRINGEMENT; DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) POLICY

We do not permit, condone or tolerate the posting of any User-Contributed Content on the Site that infringes on any person's copyright rights. In appropriate circumstances, we will terminate, without prior notice and without refund (if applicable), the Site membership account of a Member who is the source of infringements of copyright.

a. Digital Millennium Copyright Act Notification

If you are a copyright owner, or an agent thereof, and believe that any User-Contributed Content posted on the Site infringes on your copyright rights, please provide our designated Copyright Agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. 512(c)(3):

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single on-line site are covered by a single notification, a representative list of such works at that site;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- iv. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and e-mail address;
- v. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our designated Copyright Agent for notice of claims of copyright infringement on or regarding this Site is: Pacific Islands Fisheries Group, 150 Hamakua Drive, PBN# 430, Kailua, Hawaii 96734, USA, Attention: Kendall Wong; E-mail: pacificfisheries@gmail.com.

You acknowledge that if you fail to strictly comply with all of the requirements discussed above, your Digital Millennium Copyright Act Notification may not be valid.

b. Counter-Notification

If you believe that your User-Contributed Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your User-Contributed Content, you may send a Digital Millennium Copyright Act Counter-Notification (a "**Counter-Notification**") containing the following information to our designated Copyright Agent:

- i.** Your physical or electronic signature;
- ii.** Identification of the User-Contributed Content that has been removed (or to which access has been disabled) and the location at which the User-Contributed Content appeared before it was removed (or disabled);
- iii.** A statement that you have a good faith belief that the User-Contributed Content was removed or disabled as a result of mistake or a misidentification of the User-Contributed Content; and
- iv.** Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Honolulu, Hawaii, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a Counter-Notification is received by our designated Copyright Agent, we may send a copy of such Counter-Notification to the original complaining party informing that party that we may replace the removed User-Contributed Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the User-Contributed Content provider, the removed User-Contributed Content may be replaced or access to it restored in ten (10) to fourteen (14) business days or more after receipt of the Counter-Notification, in our sole and absolute discretion.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL PIFG, OR ITS AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES (COLLECTIVELY, THE "PIFG GROUP"), OR ANY THIRD PARTY PROVIDER OF ANY PRODUCT, SERVICE OR TOOL OFFERED ON ANY INTERNET WEB SITE OF A MEMBER OF THE PIFG GROUP (EACH A "THIRD PARTY PROVIDER"), BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM (A) THE SITE; (B) THESE TERMS; (C) OUR PRIVACY POLICY; (D) ANY BREACH OF THESE TERMS OR OUR PRIVACY POLICY; (E) USE OF THE SITE OR

TOOLS, PRODUCTS OR SERVICES ON THE SITE; AND/OR (F) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR TRANSACTION BETWEEN US AND USERS OR BETWEEN USERS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (I) BREACH OF CONTRACT; (II) BREACH OF WARRANTY; (III) STRICT LIABILITY; (IV) TORT; (V) NEGLIGENCE; OR (VI) ANY OTHER CAUSE OF ACTION TO THE MAXIMUM EXTENT SUCH EXCLUSIONS AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. IN SUCH JURISDICTIONS, SOME OF THE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH THE SITE, YOU DO NOT AGREE WITH ANY PART OF THESE TERMS OR OUR PRIVACY POLICY, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST US OR ANOTHER USER OF THE SITE WITH RESPECT TO THESE TERMS, OUR PRIVACY POLICY, OR THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE PIFG GROUP, TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE, IS LIMITED TO \$100.00 IN THE AGGREGATE FOR ALL CLAIMS. YOU EXPRESSLY AGREE THAT THIS LIMITATION OF LIABILITY DOES NOT CAUSE THESE REMEDIES TO FAIL OF THEIR ESSENTIAL PURPOSE.

12. DISCLAIMERS

YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR OWN RISK. THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." YOUR ACCESSING THE SITE ACKNOWLEDGES YOUR AGREEMENT AND UNDERSTANDING THAT SOME OF THE CONTENT CONTAINED ON THE SITE HAS BEEN PROVIDED BY OTHER SITE USERS. AS A RESULT, YOU MAY BE EXPOSED TO CONTENT FROM A VARIETY OF SOURCES. WE ARE NOT RESPONSIBLE OR LIABLE FOR THE ACCURACY, USEFULNESS, SAFETY, OR INTELLECTUAL PROPERTY RIGHTS OF OR RELATING TO SUCH CONTENT. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO CONTENT THAT IS INACCURATE, OFFENSIVE, INDECENT, OR OBJECTIONABLE, THAT YOUR ACCESS TO THE SITE WILL BE AT YOUR OWN RISK, AND THAT YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST US WITH RESPECT THERETO. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, WE MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR THE CONTENT OF THE SITE; FOR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE; FOR ANY PRODUCTS OR SERVICES,

OR LINKS TO THIRD PARTY INTERNET WEB SITES; OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE, EVEN IF WE BECOME AWARE OF SUCH BREACHES).

WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR THE USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

IN ADDITION TO THE TERMS SET FORTH ABOVE, WE SHALL NOT BE RESPONSIBLE OR LIABLE, REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR INAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE SITE, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY THIRD PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES. WE DO NOT WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THIS INFORMATION. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE INFORMATION.

YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION TO AND FROM THIS SITE IS NOT CONFIDENTIAL, AND YOUR COMMUNICATIONS MAY BE READ OR INTERCEPTED BY OTHERS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY SUBMITTING COMMUNICATIONS TO US AND BY POSTING CONTENT ON THE SITE, NO CONFIDENTIAL, FIDUCIARY, CONTRACTUALLY IMPLIED OR OTHER RELATIONSHIP IS CREATED BETWEEN YOU AND US, OTHER THAN PURSUANT TO THIS AGREEMENT.

THE SITE CONTAINS LINKS AND POINTERS TO THIRD PARTY INTERNET WEB SITES, RESOURCES, AND SPONSORS OF THE SITE. LINKS FROM THE SITE TO OTHER INTERNET WEB SITES MAINTAINED BY THIRD PARTIES DO NOT CONSTITUTE AN ENDORSEMENT BY US OF ANY THIRD PARTIES, ANY THIRD PARTY'S INTERNET WEB SITES, OR THE CONTENTS THEREOF. WE CANNOT AND DO NOT CONTROL ANY OF THESE THIRD PARTY INTERNET WEB SITES AND ARE NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR SUCH THIRD PARTY INTERNET WEB SITES; FOR THE CONTENTS THEREOF; FOR ANY PERSONALLY IDENTIFIABLE INFORMATION GATHERED AT SUCH THIRD

PARTY INTERNET WEB SITES; THE TERMS OF USE, PRIVACY POLICIES, BUSINESS PRACTICES OR PRODUCTS OR SERVICES OFFERED THROUGH THIRD PARTY INTERNET WEB SITES; AND YOUR USE OF SUCH THIRD PARTY INTERNET WEB SITES WILL NOT BE GOVERNED BY THESE TERMS. YOU MUST READ AND UNDERSTAND THE TERMS OF USE AND PRIVACY POLICIES OF ANY THIRD PARTY INTERNET WEB SITES THAT YOU MAY VISIT.

THE SITE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WE REGRET ANY SUCH ERRORS, BUT WILL NOT BE BOUND BY ANY SUCH ERRORS. WE DO NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM, OR INFORMATION SHALL BE AT YOUR SOLE RISK. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE. THE SITE FORUMS, CONTENT, BULLETIN BOARD, CHAT ROOMS, AND MESSAGE BOARDS (COLLECTIVELY "FORUMS") ARE PROVIDED TO GIVE USERS AN INTERESTING AND STIMULATING FORUM IN WHICH THEY CAN EXPRESS THEIR OPINIONS AND SHARE THEIR IDEAS. WE DO NOT ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR INFORMATION POSTED ON THESE FORUMS. PLEASE USE YOUR BEST JUDGMENT AND BE RESPECTFUL OF OTHER INDIVIDUALS USING THESE FORUMS. DO NOT USE VULGAR, ABUSIVE, OBSCENE OR HATEFUL LANGUAGE. YOU MAY NOT USE THE SITE FORUMS FOR ADVERTISING OR PROMOTIONAL MATERIALS OR OTHER FORMS OF SOLICITATION, UNLESS EXPRESSLY ALLOWED IN WRITING BY US. UPLOADING COPYRIGHTED OR OTHER PROPRIETARY MATERIAL OF ANY KIND ON THE SITE WITHOUT THE EXPRESS PERMISSION OF THE OWNER OF THAT MATERIAL IS PROHIBITED AND MAY RESULT IN CIVIL AND/OR CRIMINAL LIABILITY.

GIVEN THE NATURE OF THE SITE AND THE VOLUME OF MESSAGES AND POSTINGS, WE CANNOT AND DO NOT MONITOR THE CONTENT POSTED OR TRANSMITTED BY USERS AND THIRD PARTY INFORMATION PROVIDERS. WHILE YOU AGREE THAT THE WE WILL NOT BE LIABLE FOR SUCH THIRD PARTY CONTENT, WE RESERVE THE RIGHT TO DELETE, MOVE OR EDIT ANY COMMUNICATIONS WHICH WE DEEM IN OUR SOLE DISCRETION TO BE VIOLATIVE OF THIS AGREEMENT; HARMFUL TO INDIVIDUALS OR COMMUNITIES; OBSCENE; DEFAMATORY; IN VIOLATION OF OUR OR ANY THIRD PARTY'S RIGHTS; OR OTHERWISE UNACCEPTABLE.

13. RELEASE; INDEMNIFICATION

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD THE PIFG GROUP (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH: ANY CLAIM ARISING OUT OF

YOUR USE OF THE SITE, OR OTHERWISE RELATING TO THE BUSINESS CONDUCTED ON THE SITE; ANY CONTENT POSTED ON THE SITE; ANY USE OF ANY PRODUCT, SERVICE OR TOOL PROVIDED BY A THIRD PARTY PROVIDER; OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' AND EXPERTS' FEES AND COSTS. YOU AGREE YOU WILL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR PRIOR WRITTEN CONSENT.

14. CHOICE OF LAW AND FORUM

This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Hawaii and the United States of America, without regard to conflicts of laws provisions. The courts of the State of Hawaii and the United States District Court for the District of Hawaii, and no other courts, shall have exclusive original jurisdiction over any dispute relating to this Agreement or otherwise involving the PIFG Group. By using the Site, you hereby irrevocably and unconditionally consent to the jurisdiction of the aforesaid courts, and hereby irrevocably waive any claim, and agree not to plead or claim, that any such courts lack personal jurisdiction over you, or that venue in such courts is inconvenient. The prevailing party in any dispute relating to this Agreement shall be entitled to an award of reasonable attorneys' and experts' fees and costs incurred in connection with litigating any disputes and for any action (including any appeal) necessary to enforce or secure payment of any resulting judgment or award.

15. NO AGENCY

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement or your use of the Site.

16. NOTICES

Except as explicitly stated otherwise, any notices to us shall be given by mail addressed to:

Pacific Islands Fisheries Group, 150 Hamakua Drive, PBN# 430, Kailua, Hawaii 96734, USA, Attention: Kendall Wong.

When we need to send you a notice, it will be sent to the e-mail address you provide to us during the Site membership account registration process or as later updated in your Site membership account (if applicable). Failure to keep your e-mail address, physical mailing address and telephone numbers in your Site membership account shall be a material breach of this Agreement. Notice shall be deemed given upon receipt or twenty-four (24) hours after an e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the physical mailing address provided to us during your Site membership account registration process or as later updated in your Site membership account (if applicable). In such case, notice

shall be deemed given three (3) days after the date of mailing to a physical mailing address and one (1) day after mailing to an electronic address.

17. SURVIVAL

The terms of paragraphs 1, 3, 4, 5, 7 to 18 of this Agreement shall survive termination or expiration of this Agreement.

18. MISCELLANEOUS

This Agreement constitutes the entire Agreement between us and you with respect to the matters set forth herein, and supersedes any prior agreement between us and you with respect to your use of the Site. Headings in this Agreement are for reference only and do not limit the scope or extent of such section. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises. If, for any reason, a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. We disclaim any and all responsibility for content contained in any third party materials provided through links from the Site. Our failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

CONTACT US

If you have any questions about these Terms, our Privacy Policy, the practices of the Site, or your dealings with the Site, please contact us at Pacific Islands Fisheries Group, 150 Hamakua Drive, PBN# 430, Kailua, Hawaii 96734, USA, Attention: Kendall Wong; E-mail: pacificfisheries@gmail.com.