

Entity Terms of Service

This Terms of Service ("Terms"), is between the Beyond Our Shores, Inc. ("BOS"), a Maryland not-for-profit corporation located in the United States and you and/or your company organization ("You" or "Your"). Your use of BOS's website, any other affiliated website ("Website") featuring these Terms, including the content and other materials (including without limitation all trademarks, service marks, designs, texts, graphics, pictures, information, data sets, software, methods, inventions, sound files, other files and the selection and arrangement thereof), and services made available on or through this Website (together, "the Materials") is governed by the terms and conditions set forth herein.

By accessing and continuing to use the Website(s), you acknowledge and agrees that you are bound by these Terms, which constitute a legal agreement between you and BOS.

Amendments to these Terms will be posted at this URL and will be effective when posted. You agree that your continued use of this Website following the posting of any amendment, modification or change shall constitute your acceptance thereof.

If you have any questions regarding the Terms please contact BOS at [beyondourshores@gmail.com].

1. Using entity website

- a. Prohibited Uses. As a condition of Your use of the Website and the Materials, You warrant to BOS that You will only use the Website and the Materials for a lawful purpose and one that is not prohibited by these terms, conditions, or notices. You may not use the Website and the Materials in any manner which could damage, disable, overburden, or impair the Website and the Materials or interfere with any other party's use and enjoyment of the Website and the Materials. Recognizing the global nature of the Internet, You agree to comply with all local rules regarding online conduct and acceptable content in the jurisdiction in which You are visiting the Website.
- b. Sole Responsibility. You are solely responsible for any and all acts and omissions that occur during Your use of the Website and the Materials, and You agree not to engage in unacceptable use of the Website and the Materials, which includes, without limitation, use of the Website and the Materials to:
 - i. disseminate or transmit material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious;
 - ii. disseminate or transmit material that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
 - iii. disseminate, store, or transmit files, graphics, software, or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person;

- iv. disseminate or transmit materials that may jeopardize or affect BOS' tax exempt status, including but not limited to content on behalf of (or in opposition to) any candidate for public office, and content that contains propaganda or that otherwise attempts to influence legislation;
 - v. create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication;
 - vi. promote, advertise or solicit private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers
 - vii. export, re-export, or permit downloading of any content in violation of any applicable export or import law, regulation, or restriction, or without all required approvals, licenses, or exemptions;
 - viii. interfere, disrupt, or attempt to gain unauthorized access to other accounts or any other computer network;
 - ix. disseminate, store, or transmit viruses, trojan horses, or any other malicious and/or harmful file, data, code or program; or
 - x. engage in any other activity deemed by BOS to be in conflict with these Terms.
- c. Indemnity. You agree to indemnify, hold harmless and, at BOS's request, defend BOS and its subsidiaries, affiliates, officers, agents, partners, and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content You submit to, post to, or transmit through the Website and the Materials, Your use of the Website and the Materials, or Your violation of these Terms.
- d. Acknowledgments. The Website allows You to access and view a variety of content, including but not limited to photographic imagery, map visualizations and data sets, and other related information provided by BOS and its partners, licensors and/or users of the Website and the Materials. You understand and agree to the following with respect to all content made available by or through the Website:
- i. that map data and related content are provided for informational purposes only, and BOS makes no warranties regarding the same;
 - ii. that the information on the Website and the Materials is not updated in real time, and therefore the map results may not be accurate; and
 - iii. BOS assumes no responsibility for Your use of or actions in reliance on the information contained on the Website and the Materials; and therefore, You should exercise judgment in Your use of all content made available by or through the Website and the Materials, including but not limited to, seeking independent verification of the factual information provided on the Website and the Materials.
- e. Reservation of Rights. BOS reserves all rights not expressly granted to You. The use of the Website and the Materials, including its software, services, maps, and other content, is only licensed to You and such license is non-transferable. In no event may You copy, loan, rent, time-share, sublicense, assign, transfer,

lease, sell or otherwise dispose of the BOS Website's software, maps, or other content on a temporary or permanent basis except as expressly provided herein. These Terms shall benefit BOS and its successors and assigns. You may not, or permit any third party to, modify, adapt, translate, create derivative works from, reverse engineer, decompile, disassemble, or otherwise attempt to derive any source code from the Website's software, to the extent that the source code or software is not limited by the terms and conditions of any open source license. All logos and product names appearing on or in connection with the Website are proprietary to BOS or its licensors and/or suppliers. You agree never to remove any proprietary notices or product identification labels from the Website's software, maps, and other content, if applicable.

2. Ownership

All other materials displayed or performed on the Website, except for User Content (defined below), including, but not limited to text, graphics, maps, logos, tools, photographs, images, illustrations, software or source code, audio and video, and animations are the property of BOS and its licensors and are protected by United States and international copyright, trademark, and other intellectual property laws.

3. Your Content

- a. As a user of the Website and the Materials, You acknowledge that You may submit data, material, ideas, concepts, techniques and/or other information to BOS (hereinafter referred to as "User Content").
- b. You specifically acknowledge that BOS would refuse to accept, publish or otherwise distribute Your User Content in the absence of Your acceptance of each and all of the provisions of this Agreement. It is understood and agreed that no confidential or fiduciary relationship is established by Your submitting said User Content to BOS hereunder.
- c. You retain ownership of the User Content that You contribute to the Website and the Materials, but You hereby grant and agree to grant BOS a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, translate, create derivative works from, perform, and store such content and to allow others to do so in order to provide the Website and Materials.
- d. By submitting Your User Content to BOS, You hereby agree that BOS may use and exploit, without any obligation, liability, without attribution, or duty whatsoever to You and without payment whatsoever to You, the User Content, or any part thereof. You agree that nothing contained in this Agreement, nor the fact of Your submission of said User Content to BOS, shall be deemed to form the basis of any right, liability, claim, or demand against BOS or any of

BOS's licensees or any person or entity to whom BOS discloses or allows to use said User Content.

- e. You warrant and represent that You are either the author/inventor and owner of the User Content and all rights thereto, or have the exclusive right and authority to submit said User Content to BOS with the full knowledge and consent of the owner(s) of said User Content upon the terms and conditions stated herein, each and all of which shall be binding not only on You but on any and all persons and entities for whom You are acting.
- f. You agree and acknowledge that no contract or obligation of any kind, other than those arising pursuant to the express terms of this Agreement, is assumed by BOS or may be implied against BOS by reason of BOS' use, publication or distribution of the User Content. Specifically, it is understood that neither Your submission of the User Content pursuant to this Article 3, nor BOS' use, publication or distribution thereof, constitutes or creates an implied-in-fact or implied-in-law contract, even if there exists an industry custom or practice to the contrary.
- g. You will indemnify, hold harmless and, at BOS' request, defend BOS from and against any and all third party claims, expenses losses, damages, or liabilities (including but not limited to attorneys' fees and punitive damages) that may be asserted against BOS or incurred by BOS at any time in connection with the User Content, your use of the Website, , including but not limited to claims arising from any breach of these Terms or of any representation, promise or warranty given by You herein. You hereby release and hold BOS harmless including any BOS licensees and its other permitted users of the User Content of and from any and all claims, demands, and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the User Content or by reason of any claim now or hereafter made by You that BOS has used or appropriated the User Content.
- h. BOS does not endorse or take any responsibility for any User Content or any opinion, recommendation, or advice expressed therein. Under no circumstances will BOS be liable in any way for or in connection with User Content, including, but not limited to, for any inaccuracies, errors, or omissions in any User Content, any intellectual property infringement with regard to any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, or otherwise displayed or transmitted through the Site. If you believe that you are the owner of any User Content posted by another user without permission, please see Article 6 of this Agreement for the applicable procedures.
- i. BOS exercises no editorial review and assumes no responsibility for misleading, fraudulent, defamatory, libelous, threatening, harassing, pornographic, obscene or illegal User Content supplied to the Website and the Materials, provided, however, that BOS may take any action with respect to any

User Content that BOS deems in its sole discretion is necessary or appropriate, including the deletion of any such User Content.

4. Disclaimers

- a. “As Is,” “As Available” and “With All Faults.” YOU EXPRESSLY AGREE THAT THE USE OF THE WEBSITE AND MATERIALS IS AT YOUR SOLE RISK. THE WEBSITE AND ITS SOFTWARE, SERVICES, DATA, MAPS AND OTHER CONTENT, INCLUDING ANY THIRD-PARTY SOFTWARE, SERVICES, MEDIA, OR OTHER CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE, ARE PROVIDED ON AN “AS IS” “AS AVAILABLE”, “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- b. No Warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BOS DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BOS OR THROUGH THE WEBSITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.
- c. Accuracy. BOS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE WEBSITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.
- d. Savings Clause. CERTAIN JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON IMPLIED WARRANTIES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES OR REMEDIES CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

5. Limitation of Liability and Damages

- a. Limitation of Liability. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BOS OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS,

OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE WEBSITE, INCLUDING SOFTWARE, SERVICES, MAPS, CONTENT, USER SUBMISSIONS, OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE WEBSITE, EVEN IF BOS OR A BOS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b. Limitation of Damages. IN NO EVENT SHALL THE TOTAL LIABILITY OF BOS OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED ONE HUNDRED DOLLARS (\$100 USD).

- c. Savings Clause. CERTAIN JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON CERTAIN DAMAGES AND LIABILITIES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

6. Copyright Complaints

If You are a copyright owner or an agent thereof, and believe that any user submission, User Content or other content of the Website or Materials infringes upon Your intellectual property, rights, including copyrights, please immediately provide BOS' Copyright Agent the following information in writing:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- b. A description of the copyrighted work or other intellectual property that You claim has been infringed;

- c. Identification of the exact location on the Website of copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by a single notification, a representative list of such works as located on the Website;
- d. The address, telephone number, and electronic mail address of the complaining party;
- e. 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;
- f. 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, and
- g. Your electronic or physical signature (as appropriate).

The designated Copyright Agent to receive notifications of claimed infringement is:

BOS Copyright Agent

Tel: [787-436-8300]

Address: [2027 Deertree Lane, Rockville, MD, 20851]

7. Trademarks

The BOS logo, the name “Beyond our Shores” and any other product or service name or slogan contained in this Website are trade/service marks of BOS, its licensors, or other respective owners, and may not be used without the prior written permission of BOS or the respective owners.

8. Additional Terms

- a. These Terms shall be governed by and construed in accordance with the laws of the State of Maryland, U.S.A., excluding its conflict of laws provisions. You agree that any action at law or in equity arising out of or relating to these Terms or BOS shall be filed only in the courts located in and around Montgomery County Maryland, USA, and You hereby consent and submit to the sole and exclusive personal jurisdiction and venue of such court for the purposes of litigating any such action. The parties hereby exclude application of the U.N. Convention on Contracts for the International Sale of Goods from this Agreement and any transaction related thereto.
- b. A provision of these Terms may be waived only by a written instrument executed by BOS. The failure of BOS to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

- c. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- d. You agree that no joint venture, partnership, employment, or agency relationship exists between You and BOS as a result of these Terms or use of the Website. You further acknowledge no confidential, fiduciary, contractually implied, or other relationship is created between You and BOS other than pursuant to these Terms.
- e. BOS, as noted above, reserves the right, at its sole discretion, to modify, add, or delete portions of or otherwise change these Terms at any time without notice to You by posting the changed Terms on the Site. All changes shall be effective immediately upon posting. Please check these Terms periodically for changes. Your continued use of the Services after the posting of changes constitutes Your binding acceptance of such changes.
- f. You agree to fully comply with all applicable export laws, including U.S. law, and must not directly or indirectly export, any computer hardware, software, technical data or derivatives of such hardware, software or technical data ("HSoTD"), or re-export, or permit the shipment or transfer of same: (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria or any other country, destination or person to which HSoTD would be prohibited by the United States, such as, but not limited to, anyone on the U.S. Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the U.S. Commerce Department's Denied Parties List; or (ii) to any country or destination for which the United States requires an export license or other approval for export without first having obtained such license or other approval.
- g. These Terms constitute the entire agreement between the parties and supersedes any prior or contemporaneous written or oral agreement or understanding with respect to its subject matter.