

## **LEGAL INFORMATION, GENERAL TERMS OF SERVICE, INTRODUCTION, AND TABLE OF CONTENTS**

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By using the Mount Vema web sites you agree to indemnify Mount Vema and its parents, subsidiaries, affiliates, officers, employees, and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of the Mount Vema web sites, your use of the Products and Services, or your submission of ideas and/or related materials to Mount Vema, regardless of whether such use is authorized by you. By using the Mount Vema network, using the Products and Services, or submitting any ideas and/or related materials to Mount Vema, you are hereby agreeing to release Mount Vema and its parents, subsidiaries, affiliates, officers, employees, and licensors from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the Products and Services or to any disputes regarding use of ideas and/or related materials submitted to Mount Vema. **YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH RELEASES.**

## **18. LIMITATION OF ACTIONS**

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of the Mount Vema web site or the Products and Services must be filed within one (1) year after such claim or cause of action arises, or forever be barred.

## **19. COPYRIGHT, TRADEMARK, AND PATENT NOTICES**

Copyright © 2015 Mount Vema, The Vema Seamount Authority.

The following trademarks and service marks are owned by The Vema Seamount Authority. All other marks that appear throughout the Products and Services belong to Mount Vema. Members of the Mount Vema network, or the respective owners of such marks, are protected by the Kingdom of Mount Vema. and international law. Any use of any of the marks appearing throughout the Products and Services without the express written consent of Mount Vema, The

Vema Seamount Authority. or the owner of the mark, as appropriate, is strictly prohibited.

## **20. CLAIMS OF COPYRIGHT INFRINGEMENT**

If you believe that your work has been copied in any way that constitutes copyright infringement, please provide the Mount Vema copyright officer with a notification containing the following information:

0. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
  1. Identification of the copyrighted work claimed to have been infringed.
  2. Identification of the material that is claimed to be infringing, and the URL and other information reasonably sufficient to permit us to locate the material.
  3. Your name, address, telephone number, and e-mail address.
  4. A statement that you have 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.
  5. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**government@mountvema.com**

It is the policy of Mount Vema, in appropriate circumstances, to disable and/or terminate association or trade with users of Mount Vema websites who engage in repeated copyright infringement.

Mount Vema reserves the right to transmit the notification to the user of the site containing the allegedly infringing material. Mount Vema also reserves the right to transmit any counter notification to the complaining party.

## **21. ARBITRATION, GOVERNING LAW AND FORUM FOR DISPUTES**

Unless expressly stated to the contrary elsewhere within the Products and Services, all legal issues arising from or related to the use of the Products and Services shall be construed in accordance with, and all questions with respect thereto shall be determined by,

the laws of the Kingdom of Mount Vema applicable to contracts entered into and wholly to be performed within the Kingdom of Mount Vema. Any controversy or claim arising out of or relating to these Terms of Service or any user's use of the Products and Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Kingdom of Mount Vema. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Mount Vema or at a special tribunal authorized for that purpose in any other country at an embassy, consular of Mount Vema or on board of a Mount Vema registered ship under the flag of the Kingdom of Mount Vema, and judgment on the arbitration award may be entered into in any court of the Kingdom of Mount Vema having jurisdiction thereof. Any party seeking temporary or preliminary injunctive relief may do so in any court or special tribunal of the Kingdom of Mount Vema having jurisdiction thereof. Except as set forth above, the courts of Mount Vema shall be the exclusive forum and venue to resolve disputes arising out of or relating to these Terms of Service or any user's use of the Products and Services. By using the Products and Services and thereby agreeing to these Terms of Service, users consent to personal jurisdiction and venue in the courts of Mount Vema with respect to all such disputes.

## **22. CHANGES IN TERMS OF SERVICE AND CHANGES IN PRODUCTS AND SERVICES**

Mount Vema reserves the right to modify the Products and Services from time to time, for any reason, and without notice, including the right to terminate the Products and Services. Mount Vema reserves the right to modify these Terms of Service from time to time, without notice. Please review these Terms of Service from time to time so you will be apprised of any changes.

## **23. MERGER**

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter contained herein and supersedes any other agreement, proposals and communications, written or oral, between Mount Vema's representations and you with respect to the subject matter hereof; except that any other Terms of Service located on any individual Mount Vema web site or in connection with the Products and Services are incorporated herein by reference to the extent they do not conflict with these

Terms of Service. To the extent that any other Terms of Service or terms of service conflict with these Terms of Service, those other provisions shall control with respect to the use of the particular web site and any Products or Services available on or through the web site or the respective Product or Service at which those other provisions may be found.

#### **24. NON-WAIVER AND SEPARABILITY**

Mount Vema's failure to exercise any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of these Terms of Service to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of these Terms of Service remain in full force and effect.

#### **25. RELATIONSHIP OF PARTIES**

You acknowledge and agree that you and Mount Vema are independent contractors under these Terms of Service, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party pursuant to these Terms of Service has authority to enter into agreements of any kind on behalf of the other and neither party shall be considered the agent of the other.

#### **26. NO RESALE, ASSIGNMENT, OR SUBLICENSING**

You agree not to resell, assign, sublicense, otherwise transfer, or delegate your rights or obligations under these Terms of Service without prior express written authorization of Mount Vema.

#### **27. SUCCESSORS AND ASSIGNS**

Without in any way limiting the prohibition on your resale, assignment, sublicensing, or other transfer of rights or obligations, these Terms of Service shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

#### **28. TERMINATION; SURVIVAL**

These Terms of Service shall continue in effect for as long as you use the Products and Services, unless specifically terminated earlier by Mount Vema. All provisions of these Terms of Service which

impose obligations continuing in their nature shall survive termination of these Terms of Service.

## **29. COMMUNICATIONS WITH USERS**

You consent to receive communications from Mount Vema concerning your use of the Products and Services ("Communications"). The Communications may be those that Mount Vema is required to send to you by law concerning the Products and Services ("Required Communications"). The Communications may also be those that Mount Vema sends to you for other reasons. You consent to receive Communications electronically. Mount Vema may provide these Communications to you by sending an e-mail to the e-mail address you provided in connection with your interaction with the Mount Vema websites or by submitting your data to Mount Vema. You also consent to receive Communications by telephone or by postal mail sent to the postal address you provided in connection with your interaction with the Mount Vema websites. You may change the e-mail or postal address to which Mount Vema sends Communications by informing Mount Vema.

You may, without payment of special fees, withdraw your consent to receive Required Communications electronically by sending a notice to the Customer Service Address that identifies your full name, user name and postal mailing address. However, if you withdraw such consent, then Mount Vema reserves the right to terminate your right to use the Products and Services, including, without limitation, by terminating your account and any subscription services that you may have.

In order to receive Required Communications, you must provide Mount Vema, upon registration with a valid e-mail address to which Mount Vema may send electronic mail. Your computer must also have a modem or other means of Internet access, an Internet browser such as Internet Explorer 6.x , Firefox 2.x, or Netscape 8.x or above, e-mail communications software capable of receiving and storing electronic mail, and a printer, if you wish, for printing electronic communications. Mount Vema will provide notice of any changes to these requirements.

## **30. SUBMISSIONS OF IDEAS**

Mount Vema is always improving its Products and Services and developing new features. If you have ideas regarding

improvements or additions to Mount Vema, we would like to hear them -- but any submission will be subject to these Terms of Service. UNDER NO CIRCUMSTANCES SHALL ANY DISCLOSURE OF ANY IDEA OR RELATED MATERIALS TO MOUNT VEMA BE SUBJECT TO ANY OBLIGATION OF CONFIDENTIALITY OR EXPECTATION OF COMPENSATION. BY SUBMITTING THE IDEA AND/OR ANY RELATED MATERIAL TO MOUNT VEMA, YOU ARE WAIVING ANY AND ALL RIGHTS THAT YOU MAY HAVE IN THE IDEA OR ANY RELATED MATERIALS AND ARE REPRESENTING AND WARRANTING TO MOUNT VEMA THAT THE IDEA AND/OR RELATED MATERIALS ARE WHOLLY ORIGINAL WITH YOU, THAT NO ONE ELSE HAS ANY RIGHTS IN THE IDEA AND/OR MATERIALS AND THAT MOUNT VEMA IS FREE TO IMPLEMENT THE IDEA AND TO USE THE MATERIALS IF IT SO DESIRES, AS PROVIDED OR AS MODIFIED BY MOUNT VEMA, WITHOUT OBTAINING PERMISSION OR LICENSE FROM ANY THIRD PARTY.

### **31. EXPORT CONTROLS**

Certain documentation or technical information, available through the Mount Vema network is subject to applicable laws and regulations of the Kingdom of Mount Vema pertaining to export controls. By using such documentation or technical information, you represent and warrant that you are not located in, or under the control of, or a national or resident of any embargoed country. You agree not to export or re-export such documentation or technical information directly or indirectly to any countries that are subject to the Kingdom of Mount Vema export restrictions.

### **32. VIOLATIONS OF TERMS OF SERVICE**

Should you violate these Terms of Service or any other rights of Mount Vema and the Mount Vema web sites, Mount Vema reserves the right to pursue any and all legal and equitable remedies against you, including, without limitation, terminating or denying any product or service provided to you on any and all of Mount Vema web sites.

If you are aware of any violations of these Terms of Service, please report them to:

Mount Vema Abuse Manager

**government@mountvema.com**

Please read the entire Terms of Service, as all Mount Vema websites, Products and Services are offered subject to these Terms of Service.

We hope your enjoyment of Mount Vema's Products and Services will be enhanced by the application of these Terms of Service. It is our belief that your understanding of the guidelines we have set forth will allow the Mount Vema community to continue to be a place where each of us can prosper, grow, and enjoy ourselves within an open and non-threatening environment. Thank you for taking the time to read these Terms of Service and we hope you enjoy our Products and Services.

**Last Updated: May 10, 2015**