

SUBSCRIBER AGREEMENT - 2018
ROFFER'S OCEAN FISHING FORECASTING SERVICE, INC.

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This legal document is an agreement between you, _____ (the subscriber) and Roffer's Ocean Fishing Forecasting Service, Inc., conducting business under the acronym of ROFFS™. By subscribing to ROFFS™ you are agreeing to become bound by the terms of this agreement, which includes the license to use "ROFFS™ Oceanographic Fishing Analyses" (also "ROFFS™ Analyses", "Analyses") and a disclaimer of warranty. This agreement constitutes the complete agreement between you and Roffer's Ocean Fishing Forecasting Service, Inc. (If you do not agree to the terms of this agreement, do not sign it, and notify ROFFS™ of your decision to do so). Should you have any questions concerning this Agreement or its limitations, please contact ROFFS™ in writing.

1. Grant of License. In consideration of your payment for receipt and use of the ROFFS™ Oceanographic Fishing Analyses, ROFFS™ as Licensor, grants you the Licensee, a non-exclusive right to use and retain the ROFFS™ Oceanographic Fishing Analyses for your personal use only. This License is non-transferable.

2. The Charts and Names: "ROFFS™", "Roffer's Ocean Fishing Forecasting Service™" and "ROFFS™ Oceanographic Fishing Analyses" are copyrighted. Unauthorized copying of ROFFS™ Oceanographic Fishing Analyses is expressly forbidden. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this contract.

3. Copy Restrictions. You may make one copy of each chart for archive purposes. Other than this one copy, you may not duplicate, transfer (verbally, electronically, photographically, *etc.*) or otherwise copy ROFFS™ Oceanographic Fishing Analyses for the purpose of sharing the information. You may not share, sell, rent, lease or re-sell the Analyses, or use them to create other products based on them. Unless written permission is given, you may not post or otherwise advertise the information contained on the ROFFS™ Oceanographic Fishing Analyses, either in public, in private or on radio transmissions. (Contracts for additional copying/advertising/promotional rights are available in a separate written contract).

4. Termination. Upon return with signature to ROFFS™, this agreement is effective until December 31, 2018 unless terminated in writing by either party. Your subscription will be terminated automatically, without a written warning notice from ROFFS™, if you fail to comply with any provision of this agreement. If ROFFS™ decides to terminate your subscription due to lack of compliance, ROFFS™ will determine if any rebate is due or if legal action will be taken against you.

5. Ordering time. Orders for new areas (those areas not already ordered by someone else) should be made by 3:00 P.M. (Eastern time) Monday – Friday, Saturday by noon when open. Verbal updates are available between 10:30 A.M. and 11:59 A.M. (Eastern Time).

Disclaimer of Warranty or Liability:

The ROFFS™ Fishing Oceanographic Analyses are provided as a subscriber service. If you are not satisfied with our service or products, then ROFFS™ will return a pro-rated balance of all moneys paid, minus a small administrative fee. Any risk or liability which stem from the use is assumed by you. ROFFS™ Oceanographic Fishing Analyses are derived from expert interpretations of satellite, ship, buoy and other data on ocean circulation, fish behavior, and catch reports. ROFFS™ and its employees incur no liability from its production. ROFFS™ does not predict the weather or climate, nor make any statements on the safety of the ocean or damage to your ocean going vessel which may arise from the capture of fish or other marine life. ROFFS™ Oceanographic Fishing Analyses should not be used for

navigation purposes. Knowledge of the Laws of the Sea and local, state, federal, international or other conservation laws are the responsibility of the subscriber and not ROFFS™.

This contract entitles you to _____ updates at a rate of _____ per analysis which totals _____ for this seasonal discount plan and assumes that ROFFS™ will initiate email or facsimile transmission for standard (not satellite) telephone communications. Satellite fax data transmissions will cost extra and you agree to accept these charges when requesting that the analyses be sent via fax through satellite communications. If ROFFS™ cannot update your analysis (cloud cover, moisture, satellite or computer failure), then your account will be credited. If you elect to receive analyses on a pre-planned schedule, your analysis will be updated as data are available (next day if possible) and transmitted. You will receive a ROFFS™ message effectively stating that due to clouds, etc., your analysis will not be updated today. Under the discounted seasonal plans, all analyses must be ordered between March 01, 2018 and the end of the 2018 discount season (November 30, 2018). Analyses ordered during the period of December 01, 2018 and February 28, 2019 will be charged at the non-discounted, full price rate, unless you have a "winter sailfish - wahoo plan."

Credit will be given, if ROFFS™ cannot provide a reliable analysis due to atmospheric conditions (e.g. clouds, high atmospheric moisture, haze, fog) or cannot provide analyses due to satellite failure or other unforeseen factors.

If you are not satisfied with a ROFFS™ Oceanographic Fishing Analysis due to lack of accuracy, then ROFFS™ will refund the account balance or provide another Analysis without charge. You must notify ROFFS™ within 48 hours of receiving an unsatisfactory analysis. Remember ROFFS™ does not make the ocean circulation conditions. We provide fishing advice based on our interpretation of ocean data and experience.

If you request the ROFFS™ Analysis to be sent to a marina, hotel, or somewhere other than your primary private office/home location, it will be your responsibility to pickup the analysis. ROFFS™ cannot guarantee delivery to your boat/room/person. You agree to accept charges for the analysis when there is electronic verification that the file has been received by your selected agent (e.g. hotel, marina). If you order a color ROFFS™ Analysis you will be charged when we transmit the file via email. All files are verified as complete and readable when sent. ROFFS™ is not responsible for errors produced by your email server, network, the Internet, your computer failure, your inability to open, display, or print the files. We will re-transmit the data twice, at no extra charge if you encounter problems. You must report these problems verbally to ROFFS™ before we close the office the day that the analysis is re-transmitted.

I agree to the above terms: (please return signed copy)

Name (signed) _____ on _____ Date Boat Name _____

Name printed _____

Address _____

Telephone contact numbers _____

Email address _____

(if requested Dr. Roffer will sign this after you sign and will return a copy)

Signed _____ Date _____

Printed Mitchell A. Roffer (Ph.D.), President

End of Contract (original Doc Date Dec. 18, 1989, last revision Dec. 23, 2017).

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Domestic Rate Schedule 2018

Discounts available for plans paid prior to 01 March, 2018

- SAVE UP TO 29% ON PRE-PAID PLANS -

We are offering five special discounted plans this fishing season, which extends from March 01 to Nov. 30, 2018. These plans apply to our offshore recreational fishing analyses along the U.S. East Coast, Bahamas, Gulf of Mexico, and Cabo San Lucas. With seasonal discount plans all analyses must be requested by Nov. 30, 2018. There is no carry-over of unused analyses unless we cannot provide the analysis. All analyses ordered between Dec. 01, 2018 and Feb. 28, 2019 will be charged the full individual analysis price. All analyses are available in color via email (as PDF), or in black and white via fax. When considering what plan you want remember that every fishing trip is important.

- **Discounted Unlimited Seasonal Plan:** All the analyses completed for a selected area which includes 36 orders of your choice in any area. **Pre-Pay \$2333** for the season. Good only for certain areas during the March 01 – November 30, 2018 season. Full season price is \$2500. Call our office for details.
- **Discounted Pre-Season Price: Buy 36 analyses at \$42.77 per analysis.** Pay \$1540 for the season. In-Season Price: Buy 36 analyses at \$50.00 per analysis. Pay \$1800 for the season.
- **Discounted Pre-Season Price: Buy 25 analyses at \$43.72 per analysis.** Pay \$1093 for the season. In-Season Price: Buy 25 analyses at \$55.00 per analysis. Pay \$1375 for the season.
- **Discounted Pre-Season Price: Buy 16 analyses at \$52.31 per analysis.** Pay \$837 for the season. In-Season Price: Buy 16 analyses at \$61.60 per analysis. Pay \$986 for the season.
- **Discounted Pre-Season Price: Buy 12 Analyses at \$56.66 per analyses.** Pay \$680 for the season. In-Season Price: Buy 12 Analyses at \$63.00 per analysis. Pay \$756 for the season.
- **Individual Analysis Price:** Buy 1 analysis at \$70.00 per analysis. Available year-round – all areas.
- **Southern Florida Offshore & Winter Sailfish:** (Matanzas Inlet to Ft. Pierce Inlet and southern areas)
 - **Discounted Pre-Season Price: Buy 16 analyses at \$43.31 per analysis.** Pay \$693.
 - In-Season Price: Buy 16 analyses at \$48.60 per analysis. Pay \$778 for the season.
 - Individual Analysis Price: Buy 1 analysis at \$60.00 per analysis. Year-round.
- **Kingfish Seasonal Plan:**
 - **Discounted Pre-Season Price: Buy 16 analyses at \$41.31 per analysis.** Pay \$693.
 - In-Season Price: Buy 16 analyses at \$48.60 per analysis. Pay \$778.00 for the season.
 - Individual Analysis Price: Buy 1 analysis at \$60 per analysis.

Custom and Club Plans: Certain fishing clubs, fishing organizations, tournaments, and other groups (15 or more people) can subscribe and save as much as 30% for a single area. We will customize a special plan to fit your needs. Please call for more information.

Special Financial Incentive Plan: For every new person you provide that buys a multiple analysis plan (36, 25, or 16 analyses), we will deduct 50% of the value of that plan from your full priced plan for either 2018 or 2019. No additional discounts allowed and must be used during the year purchased. You must either stay at the same level or increase your plan.

Scheduled Office Hours: We often extend our hours, so when in doubt call us. (Weekday please order by 3:00 PM)
January 02 – March 30: Mon. – Fri. 09:00 AM -5:00 PM. April 2 - April 27: Mon. - Fri. 9:00 AM - 6:00 PM. Saturday to be determined by demand by Wednesday 5:00 PM. April 30 – May 23: Mon – Fri 9:00 AM - 6:00 PM, Saturday 9:00 AM – 5:00 PM (sometimes close earlier, order by 12 Noon). May 24 - September 8: Mon. - Fri 9:00 AM-9:00 PM, Saturday 9:00 AM - 5:00 PM (sometimes close earlier, order by 12 Noon). September 10 – September 29: Mon. - Fri. 9:00 AM - 6:00 PM, Saturday to be determined by demand by Wednesday 5:00 PM. October 1 – December 31: Mon. - Fri. 9:00 AM - 5:00 PM.

Sunday hours for selected tournaments year-round.

Holidays Closed: New Year's Day January 01; Memorial Day May 28; Independence Day July 04; Labor Day - September 03; Thanksgiving November 22- 23; and Christmas Day December 25.