



SUBSCRIBER AGREEMENT – 2019

This legal document is an agreement between you, _____ (the subscriber) and Roffer's Ocean Fishing Forecasting Service (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" (hereby referred to as "ROFFS™ Analyses") and a disclaimer of warranty. This agreement constitutes the complete agreement between you and ROFFS™. (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™ Analyses, ROFFS™ as Licensor, grants you the Licensee, a non-exclusive right to use and retain the ROFFS Analyses for your personal use only. This License is non-transferable.

2. **The Charts and Names:** "ROFFS™" and "Roffer's Ocean Fishing Forecasting Service" are copyrighted and trademarked. Unauthorized copying of ROFFS™ 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 Analysis for archive purposes. Other than this one copy, you may not duplicate, transfer (verbally, electronically, photographically, *etc.*) or otherwise copy ROFFS™ Analyses for the purpose of sharing the information. You may not share, sell, rent, lease or re-sell ROFFS™ Analyses, or use them to create other products based on them. Unless permission is given, you may not post or otherwise advertise the information contained on the ROFFS™ 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, 2019 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 other clients) should be made by 3:00 P.M. (Eastern Time) Monday – Friday during the months of May through September and by 2:00 P.M. (Eastern Time) October through April and Saturday by 9:00 AM EST when open. Verbal updates are available between 10:30 A.M. and 12:00pm Noon. (Eastern Time).



Disclaimer of Warranty or Liability:

The ROFFS™ 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 10% administrative fee. You assume any risk or liability that results from the use of ROFFS™ Analyses. ROFFS™ 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 that may arise from the capture of fish or other marine life. ROFFS™ 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 plan and assumes that ROFFS™ will initiate email or facsimile transmission for standard (not satellite) telephone communications. If ROFFS™ cannot provide your analysis that day (cloud cover, moisture, satellite or computer failure), your account will be credited. If you elect to receive analyses on a pre-planned schedule, your account 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 pre-season or regular seasonal plans, all analyses must be ordered between March 01, 2019 and the end of the 2019 season (November 30, 2019). ROFFS™ Analyses ordered during the period of December 01, 2019 and February 29, 2020 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™ Analysis due to lack of accuracy, then ROFFS™ will refund the account balance or provide another Analysis without charge. You must notify ROFFS™ within two business days 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 or through our partner services. 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 via email or regular mail)

Name (signed): _____ Date: _____

Boat Name: _____

Name (printed): _____

Address: _____

Telephone contact numbers: _____

Email address: _____

(if requested Matthew Upton will sign this after you sign and will return a copy)

Signed: _____ Date: _____

Printed: Matthew A. Upton, President/Owner

End of Contract (original Doc Date Dec. 18, 1989, last revision Jan. 15, 2019).

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