



Terms and Conditions – Seasonal Pre-Paid Plans and Individually Purchased Analyses

These terms and conditions are an agreement between you, the “**Subscriber**” or the “**Client**” and **ROFFS™**. By purchasing a seasonal pre-paid plan and subscribing to ROFFS™ services or purchasing single analyses, you are understanding that you become bound by these terms and conditions, which include the license to use "ROFFS™ Oceanographic Fishing Analyses" (hereby referred to as "ROFFS™ Analyses") and a disclaimer of warranty. These terms and conditions constitute the complete agreement between you and ROFFS™. Should you have any questions concerning these terms and conditions or their limitations, please contact ROFFS™ at fishing@roffs.com or 321-723-5759.

1. **Grant of License.** In consideration of your payment for receipt and use of the ROFFS™ Analyses, ROFFS™ as Licensor, grants you the Subscriber/Client, 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 "ROFFS Ocean Fishing Forecasting Service" are copyrighted and trademarked. Unauthorized copying or sharing of the ROFFS™ name or 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 these terms and conditions.

3. **Copy Restrictions.** You may not duplicate, transfer (verbally, electronically, photographically, *etc.*) or otherwise copy ROFFS™ Analyses for the purpose of sharing the information with non-subscribers or non-clients. 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 social media platforms. (Terms and conditions for additional copying/advertising/promotional rights are available in a separate contract).

4. **Seasonal Pre-Paid Plan Termination.** Upon purchase of a seasonal pre-paid plan and upon receiving receipt, these terms and conditions are effective until December 31 of each year unless terminated earlier by either party. Your subscription will be terminated automatically, without a warning notice from ROFFS™, if you fail to comply with any provision of these terms and conditions. If ROFFS™ decides to terminate your subscription due to lack of compliance, ROFFS™ will determine if any reimbursable amount is due or if legal action will be taken against you according to the laws of the State of Florida.

5. **Ordering time.** Orders for new areas (those areas not already ordered by other clients for the next day’s fishing) should be made before 2:00 P.M. (EST) daily on Monday – Friday and Saturday by 9:00 AM (EST) when ROFFS™ is open. Verbal updates are available between 10:30 A.M. and 12:00 P.M. Noon. (EST) ONLY when you have ordered the



previous day OR the most recent day ROFFS™ was open. Please see our yearly hours of operation here <https://www.roffs.com/rates-hours/>

6. Receiving Analyses. ROFFS™ Analyses requested will be confirmed with an email notification to the primary email addresses listed on the account. When a requested ROFFS™ Analysis is completed, an email notification will be sent to the primary email address and any additional emails listed on the Subscriber's/Client's online account. The email notification that your analysis is "Complete and Ready to be Downloaded" will provide a link to login to your online account. The completed analysis will be available under downloads and sent over email to the Subscriber's/Client's primary email addressed on their account. If you are unable to login to your online account to access and download the analysis or did not receive an email with the ROFFS™ analysis in a timely manner, it is the Subscriber's/Client's responsibility to contact the office as soon as possible during normal business hours. Any special requests regarding your analysis delivery must be made in advance to the ROFFS™ office during normal business hours via phone (preferred) or email.

Disclaimer of Warranty or Liability:

The ROFFS™ Analyses are provided as a Subscriber/Client service. If you are not satisfied with ROFFS™ services 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 and oceanographic data, ocean circulation, fish behavior/habitat, and catch reports. ROFFS™ and its employees incur no liability from the production and use of ROFFS™ Analyses. ROFFS™ is not responsible for the weather, climate, or the Subscriber's/Client's safety while on the ocean. ROFFS™ is not liable for damage to your ocean-going vessel that may arise from the capture of fish, other marine life, weather or other unforeseen circumstances.

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, fishing seasons, fishing limits and species identity are the responsibility of the Subscriber/Client and not ROFFS™.

Upon purchasing a pre-season or regular season pre-paid plan, all analyses from your plan must be ordered and used during the calendar year (01 Jan – 31 Dec), unless you have a "winter sailfish - wahoo plan" or another agreement has been made between ROFFS™ and the Subscriber. **It is understood that all credits/analyses for pre-paid plans will expire on January 1st the year after which it was purchased. If you have extenuating circumstances like health or serious boat maintenance issues or would like an audit of your account, please contact the ROFFS™ office directly and it will be treated by a case-by case basis.**



ROFFS™ Analysis Orders:

These terms and conditions assume that ROFFS™ will create a copyright protected analysis for your requested fishing date(s). ROFFS™ Analyses requests made online or via the front office by phone or email must be requested as stated above in section 5. ROFFS™ Analyses will be available under your downloads in your online account when completed and will be sent directly to your email addresses listed on your account. ROFFS™ is not responsible for errors produced by your email server, network, operating system, internet service provider, device failure, or your inability to open, display, or print the files. You must report these problems immediately via phone verbally to the ROFFS™ office during normal business hours to find another way to receive the analysis. All files are verified as complete and readable before they are sent and marked completed with client history recorded.

ROFFS™ cannot guarantee you will catch fish; we only put you in the most productive waters to give you a higher probability of finding your target species. ROFFS™ is in no way responsible for you hooking and landing fish. If you are not satisfied with a ROFFS™ Analysis due to lack of accuracy, then ROFFS™ will refund the account accordingly or by adding credits to your account to use for future fishing analysis after review on a case-by-case basis. You must notify ROFFS™ within three business days of receiving an unsatisfactory analysis if you wish to receive a credit.

I agree to the above terms and conditions: (if not done online, please return this signed copy via email to fishing@roffs.com).

Name (signed): _____ Date: _____

Name Printed: _____

Boat Name: _____

Thank you for your business and understanding,

Matthew A. Upton, President/Owner

End of Agreement (revised Jan. 7, 2022).

22007lah/gg/mu