

SHARE A FISHING CHARTER

TERMS OF USE

ANGLERS

THE FOLLOWING TERMS OF USE GOVERN YOUR ACCESS TO AND USE OF THE SHAREAFISHINGCHARTER.COM WEB SITE. PLEASE REVIEW THESE TERMS OF USE CAREFULLY BEFORE NAVIGATING OR USING THIS SITE. BY NAVIGATING OR USING THIS SITE, YOU WILL BE DEEMED TO HAVE AGREED TO AND ACCEPTED EACH OF THE TERMS SET FORTH IN THESE TERMS OF USE.

For consideration of utilizing the services of SHARE A FISHING CHARTER, LLC, a Florida limited liability company (the "Company") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Angler (as hereinafter defined) agrees to the terms and conditions of this Agreement ("Agreement") as provided below and to other terms and conditions applicable to Anglers under this Agreement, the Captain's Agreement (as hereinafter defined) or the terms and conditions set forth in the Company's website, all of which are incorporated herein by reference. The foregoing Agreements and terms and conditions may be amended from time to time in the sole discretion of the Company. Angler acknowledges that he/she has had the opportunity to review this Agreement below and it has had the opportunity to seek legal counsel regarding the effect of this Agreement prior to purchasing charter fishing services through the Company's web site. The Company and Angler may also be referred to herein as "Party" or "Parties".

If the Angler does not agree to all of the terms and conditions of this Agreement, Angler must not use the Company's services or website. The Company reserves the right to deny use or refuse to provide services to any Angler at any time for any reason. Failure to comply with the terms and conditions of this Agreement may result in denial of access to the Company's website or access to any other services provided by the Company and cancellation of Angler's account.

This Agreement contains terms and conditions that are legally binding upon the Angler. Company strongly encourages Angler to seek independent legal counsel before agreeing to be bound by the terms and conditions of this Agreement.

1. PRECEDENCE OF THIS AGREEMENT AND ACCEPTANCE.

1.1 Precedence of this Agreement. The Parties' relationship under this Agreement is governed by the provisions of this Agreement and the terms and conditions set forth on the Company's website, except that the terms of this Agreement take precedence over any conflicting or contradictory provisions.

1.2 Acceptance. Angler accepts the terms and conditions of this Agreement by: (i) clicking to accept or agree to the terms and conditions, where this option is made available by Company in the user interface for any services provided by Company; or, (ii) by actually using any service provided by the Company. In the case of (ii), Angler understands and agrees that its use of any service constitutes and denotes acceptance of this Agreement, including all of its terms and conditions, as may be subsequently amended by the Company in its sole discretion.

2. OWNERSHIP OF CONTENT.

2.1 This Site Is Owned and Operated by the Company. All content on this Site is the copyrighted property of the Company or a third party, and the Company, on behalf of itself and any third party owners of content on this site, reserves all rights with respect to that content. Neither this site nor any of the content found on this site may be reproduced, republished, distributed, sold, transferred, licensed, displayed, modified, or framed without the express written permission of the Company and/or the third party owners of such content. Trademarks, logos, and service marks displayed on this site are registered and common law trademarks and service marks of the Company, its affiliates, and various third parties. Nothing contained on this site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo, or service mark without the express written

consent of its owner.

3. USE OF SITE.

3.1 Pricing and Terms. Captain is responsible for transmitting accurate charter information and pricing data, including all taxes, fees and charges (whether imposed by a governmental authority or Captain) that may apply to the charter services being offered for sale. Captain shall also be responsible for maintaining and overseeing all of Captain's contracts with Anglers, and resolving all disputes between Captain and Anglers. Captain will comply with applicable legal, regulatory, and other requirements related to the display, pricing and sale terms of its services and reservations.

3.2 Complaints. If an Angler submits a complaint to Company or Captain, the Company and Captain shall in good faith attempt to resolve the complaint as soon as practicable following Company or Captain's receipt of the complaint. Angler agrees to notify the Company within seventy-two (72) hours from the date and time of the fishing trip regarding any complaint relating to a reservation received in accordance with the notice procedures set forth in Section 15.9 below.

3.3 Confirmation of Reservation. Upon confirmation of a reservation, the Company shall timely transmit details of the reservation to Captain via e-mail to the email address most recently provided by Captain. Once a reservation has been confirmed to proceed with charter completion, Captain is responsible for providing charter services as advertised to Angler, and shall be responsible for immediately communicating cancellations or delays to the Company.

3.4 Angler Support. After the Company has confirmed a reservation by an Angler, Company shall have primary responsibility for communications with Angler relating to reservations made with Captain through Company website and all other matters related to the transaction between Captain and Angler. Captain shall have secondary responsibility and shall work with Company as appropriate to help resolve such matters. Company shall have primary responsibility, and shall work directly with Captain and/or Angler, to resolve issues that involve Company's technology or e-commerce service offerings.

4. PAYMENTS.

4.1 Timing of Payments. Charges will not be made until 2 anglers book a trip. Once two spots are booked, each angler is required to pay a deposit to confirm the reservation. The balance of the ticket will be charged 24-48 hours before the scheduled date and time of the fishing trip.

4.2 Fees. A processing fee is included in the total cost of each ticket, and is variable depending on the spot which is booked.

4.3 Special Terms.

(a) First Angler To Book. The first Angler to book a particular fishing trip is NOT required to pay a deposit at time of booking. If no one else joins him or her within 24 hours before the scheduled fishing trip date and time, the Angler is not required to pay and the trip will not be confirmed. If someone else does join him or her, he or she will be charged the delta of the Company's typical deposit fee at the time the second person books. The balance of the tickets will be charged 24-48 hours before the departure date to allow Anglers to attempt to lower the cost of the trip by sharing with others.

(b) Anglers Two - Six. The second through the sixth Angler shall be required to pay a standard deposit to reserve their spot. The balance amount will be based upon the total number of Anglers that book at least 24 hours before the fishing trip date and time. These balances shall be authorized 24-48 hours before the fishing trip date and time, and charged 24 hours before the fishing trip date and time. If the credit card is declined for any reason, the Company shall alert the Captain and remove the unpaid Angler from the fishing trip manifest.

5. CANCELLATION AND REFUND POLICIES.

5.1 Policy for Angler Cancellations.

a. Over 30 Days

For cancellations made over 30 days from the departure date, the deposit is credited to the angler account for future purchases with Share A Fishing Charter for a period of (1) one year. The angler will not be charged for the remainder of the ticket price.

b. Under 30 Days

For cancellations made under 30 days from the departure date, the deposit is non-refundable and cannot be credited towards future purchases. The angler will not be charged for the remainder of the ticket price.

Cancellations within 48 hours of the trip date are charged the full value of the ticket price, are non-refundable and cannot be credited towards future purchases. Our low prices are a direct result of anglers sharing the cost with one another. To be fair to all anglers, we can not issue refunds as this would affect the cost for other committed anglers on board.

5.2 Policy for Captain Cancellations

If a trip is cancelled by the Captain due to weather conditions, the angler has 2 options:

1. Receive a credit of equivalent value for all charges on the day of cancellation. The credit can be used towards future purchases with Share A Fishing Charter.
2. Receive a refund of equivalent value for all charges on the day of cancellation, minus an 8% processing fee. The refund will be applied back to your method of payment.

If the Captain cancels a fishing trip for any reason other than weather, we will transfer the angler to another boat of comparable value whenever possible. If this is not possible, the 2 options above apply.

5.3 Mid-Charter Cancellations

If you are fishing and the Captain has to terminate the trip due to deteriorating weather conditions, Anglers will be responsible for 25% of the total ticket value for each hour that you are fishing.

If you return to the dock/marina due to certain elements (i.e., sea sickness), no refunds or credits are available in the event the Angler requests to be returned to shore. If you are affected by another angler, you can agree with the Captain to take the boat back out. If you do not resume your fishing trip, you will only be charged 25% of the total ticket value for each hour that you were out fishing.

5.4 Chargebacks

(a) Angler covenants and agrees to refrain from initiating any chargebacks through his or her credit card company or its affiliates to dispute any credit card charges which are submitted by the Company in compliance with the terms of this Agreement. In the event an Angler initiates a chargeback process in connection with a credit card charge submitted by the Company in compliance with the terms of this Agreement, Angler agrees to immediately withdraw such chargeback within two (2) business days after receiving written notice from the Company do so.

6. INVOLVEMENT BY COMPANY.

Company only provides a medium for Anglers to retain the services of Captain for a fishing charter. Company is not a party to any actual agreement or transaction between Anglers and Captains. As a result, Company has no control over the accuracy of the content or information provided or used by such Captains and Anglers. Captain is solely responsible for communicating its terms and conditions of travel to Anglers. In the event of a dispute between Captain and any Angler, Captain hereby releases and holds Company and its owners, managers, agents and employees harmless from claims, costs, demands and damages (actual and consequential) of every kind and nature including without limitation reasonable attorneys' fees, known and unknown, arising out of or in any way connected with such disputes in accordance with Section 15 below.

7. TERM AND TERMINATION.

7.1 Term. Unless terminated by Company, this Agreement remains in full force and effect as long as the Angler continues to use Company's services. Company reserves the right to change the terms and conditions governing the relations between the Company and Anglers and between the Company and Captains at any time. Company's publication of any such changes and updates on Company's website shall constitute constructive notice to Angler regarding such changes and updates. Angler shall be responsible to review the Company's website from time to time to determine any changes to terms and conditions governing the relationship between the Anglers and the Company and between Captains and the Company.

7.2 Termination. Either Party may terminate this Agreement at any time for any reason by providing the other Party written notice. In addition, termination shall occur when Angler discontinues use of Company's services. Angler and Company agree that Company has the right to terminate this Agreement for any reason.

8. USE OF COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY.

8.1 The Company website contains or may contain copyright material, trade names and marks and other proprietary information, including, but not limited to, text, software, photos and graphics, video, music, "look and feel", and sound. This content of the website is protected by copyright law, registered and unregistered trademarks, database rights and other intellectual property rights.

8.2 Company owns the copyright, database rights and other intellectual property rights in the selection, coordination, arrangement and enhancement of the Company's website and its content, whether current or previously contained therein. Angler may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, the Company's website or any of its content, except as provided herein.

8.3 Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without Company's express permission or that of the copyright owner. In the event that Angler engages in any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. Angler acknowledges that he/she does not acquire any ownership rights by downloading copyright material.

8.4 Where Angler elects, or is invited, to submit any informational material to the Company website (including any text, photographs, graphics, video, audio or logo) or otherwise consent to the use of these informational materials, then by submitting the materials or consenting to their use, Angler grants Company a perpetual, royalty-free, non-exclusive license and right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to Angler's informational materials worldwide and/or to incorporate Angler's materials in other works in any media now known or later developed for the full term of any rights that may exist in Angler's informational materials. If Angler does not want to grant to Company the rights set out above, Angler shall not submit informational materials to the Company website. Company shall have no liability to Angler for any use or misuse by any third party of any informational materials that are distributed through the Company's website or in respect of any infringement of the intellectual property rights in any informational materials by any third party.

8.5 By submitting its information to the Company website, Angler:

(a) warrants and represents that its informational materials:

(i) are its own original work or that Angler has the right to make it available to Company for all the purposes specified above and that it does not breach or infringe anyone else's rights such as copyright or is in any way illegal;

(ii) are not fraudulent or criminal; and

(iii) will not and do not contravene any relevant local, national or international law, regulation or ordinance or incite or encourage the contravention of any such law, regulation or ordinance.

(b) agrees to indemnify and keep Company and its owners, managers, officers, agents and employees indemnified against all legal fees, damages and other expenses that may be incurred by them in accordance with Section 11 below as a result of Angler's breach of the above warranty; and

(c) agrees to waive any moral rights in the information provided by Angler for the purpose of its submission to and publication on the Company's website and the purposes specified above to the fullest extent permitted by law.

8.6 Company reserves the right to individually identify Angler and provide any information provided by Angler to the Company in response to a court order or threat of legal action.

8.7 Angler shall immediately notify the Company if it sees any information on Company's website that breaches Angler's or anyone else's rights or may be illegal or otherwise should be removed. Such notification shall be in accordance with Section 15.9 below. Where Company agrees, Company shall do its best to remove such information as soon as possible.

8.8 Company reserves the right to remove any informational material from the Company website (including any text, photographs, graphics, video, audio or logo) at any time and without notice and shall not be obliged to give a reason for doing so. In the event that Company removes any informational materials from the Company website, Company shall in no way be liable for any loss, liability, cost or expense suffered by Angler as a result (whether direct or indirect) of such removal.

8.9 Company reserves the right, but not the obligation, to edit, delete or use electronic methods to block or filter any informational materials posted to or sent to the Company website at Company's discretion, including without limitation any message that contravenes any of these terms and conditions governing the relationship between Angler and Company.

8.10 Angler must not use the Company website in any manner that could cause issues with the performance of the website. Such issues shall include, but not be limited to, viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. Angler must not attempt to gain unauthorized access to the Company

website, the server on which the Company website is stored or any server, computer or database connected to the Company website. Angler must not attack the Company website via a denial-of-service attack or a distributed denial-of service attack. Company shall not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other malicious technologically harmful material that may infect Angler's computer equipment, computer programs, data or other proprietary material due to Angler's use of the Company website or to Angler's downloading of any material posted on the Company website, or on any website linked to it.

8.11 Where Company creates a link from the Company website to any website operated by Angler, Company shall have the right to remove such link at any time without obtaining Angler's prior consent. In the event that Company removes a link from the Company website to any web site operated by Angler, Company shall in no way be liable for any loss, liability, cost or expense suffered by Angler as a result (whether direct or indirect) of such removal, including, without limitation to the foregoing generality, where such loss, liability, cost or expense results from a loss of search engine positioning, ranking, placement or optimization.

If you believe that your work has been copied and posted on our site in a way that constitutes copyright infringement, you should provide the Company with a written notice that sets forth the infringement details. The Company reserves the right, in appropriate circumstances and at our discretion, to terminate the privileges of any Angler who repeatedly infringes the copyrights or other intellectual property rights of the Company or others.

Please send the written communication to our Copyright Agent at the following address:

R. John Nadjafi, Esq. – Copyright Agent
Shutts & Bowen LLP
100 South Orange Avenue, Suite 1000
Orlando, Florida 32801
jnadjafi@shutts.com

You may also access contact information for the Company's Registered DMCA Agent via the United States Copyright Office's website here:

<http://www.copyright.gov/onlinesp/agents>

9. SUBPOENA POLICY.

The Company accepts subpoenas that are properly issued pursuant to Federal Rule of Civil Procedure 45 and applicable state laws.

For all properly issued subpoenas, service should be made upon our registered agent:

R. John Nadjafi, Esq.
Shutts & Bowen LLP
100 South Orange Avenue, Suite 1000
Orlando, Florida 32801
jnadjafi@shutts.com

Upon receipt of a valid subpoena, it is the Company's policy to promptly send notification to the account holder whose information is sought. The Company will not produce the subpoenaed account holder information until 10 days after the account holder has been notified, so that the account holder whose information is sought will have adequate opportunity take appropriate legal action, should the account holder wish to do so. The Company will issue invoices for the costs associated with subpoena compliance. We charge \$105.00 per hour for research and administrative costs, \$16.00 per overnight mail and 25 cents per copy. The Company will invoice the subpoenaing party prior to production, and payment must be made prior to the production of the subpoenaed information.

10. INDEMNIFICATION.

Angler (the "Indemnifying Party") shall defend and indemnify Company and its owners, managers, officers, directors, agents and employees (the "Indemnified Party") against any and all claims, losses, costs and expenses, including reasonable attorneys' fees, that the Indemnified Party may incur as a result of claims in any form by third parties arising from: (a) the Indemnifying Party's tortious or negligent acts or omissions (including, without limitation, noncompliance with any applicable legal and/or regulatory requirements); (b) the Indemnifying Party's breach of any representation, warranty or covenant set forth herein; (c) the infringement of any third party's intellectual property by any trademarks or other intellectual property provided by the Indemnifying Party to the

Indemnified Party; and (d) the Indemnifying Party's failure to collect all taxes, fees and charges that may be applicable to the air travel services being offered for sale; and (e) any personal injury suffered in connection with Indemnifying Party's participation on the fishing charter.

11. LIMITATION OF LIABILITY.

THE COMPANY AND ITS AFFILIATES ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO YOU OR YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR USE OF OR ACCESS TO SHAREAFISHINGCHARTER.COM OR ANY OTHER SITE OWNED BY OR RELATED TO THE BUSINESS OF THE COMPANY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES HAVE ANY RESPONSIBILITY OR LIABILITY FOR INACCURACIES OR TYPOGRAPHICAL ERRORS IN ANY INFORMATION CONTAINED ON THIS SITE, ANY FAILURES OR DELAYS IN SERVICE ON THIS SITE, ANY COMPUTER VIRUSES OBTAINED OR PASSED THROUGH USE OF THE SITE, OR ANY OTHER LOSSES OR DAMAGES ARISING FROM OR RELATING TO YOUR USE OF OR ACCESS TO THIS SITE. IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH (A) ANY USE OF THIS SITE OR ITS CONTENT, OR (B) THE PERFORMANCE OR NON PERFORMANCE BY THE COMPANY OR ANY THIRD PARTY PROVIDERS, REGARDLESS OF WHETHER THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ANY SUCH EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

12. DISCLAIMER OF WARRANTIES.

THE COMPANY AND ITS AFFILIATES MAKE NO WARRANTY OF ANY KIND REGARDING THIS SITE AND/OR ITS CONTENT, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. THE COMPANY AND ITS AFFILIATES DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY OF CONTENT ON THIS SITE AND EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO SUCH DISCLAIMER MAY NOT APPLY TO YOU.

13. RELEASE AND COVENANT NOT TO SUE.

Angler hereby RELEASES AND FOREVER DISCHARGES the Company, its directors, officers, employees, servants, agents, affiliates and/or assigns from any and all liability, claims, demands, actions and causes of action whatsoever, whether in law or in equity, arising out of or related to, whether now or in the future, any loss, damage, or injury, including death, that may be sustained by Angler, or to any property belonging to Angler, while on any fishing charter or while in transit to or from any fishing charter, and further WAIVE any right Angler might otherwise have, and COVENANT NOT TO SUE the Company in connection with any such liability, claim, demand, action or causes of action. Angler understands that this release discharges the Company from any liability or claim that Angler may have against the Company with respect to any bodily injury, personal injury, illness, death and/or property and/or consequential damage that may result from Angler's travel to and from and participation on the fishing charter, whether caused solely by the negligence of the Company, its directors, officers, employees, servants, agents, affiliates, assigns or otherwise. Angler further acknowledges that the Company is in no way obligated, legally or otherwise, and does not assume any responsibility for financial or other assistance for medical, health, disability insurance or otherwise in the event of injury or loss.

14. ACKNOWLEDGEMENT & VOLUNTARY ASSUMPTION OF INHERENT RISKS.

Angler is fully aware that there are inherent risks associated with fishing activities, and is fully aware that there may be risks and hazards unknown to Angler in connection with such fishing activities, and Angler voluntarily elects to participate in such fishing activities, knowing that such actions may be hazardous or potentially dangerous to Angler. Despite this potential risk, ANGLER VOLUNTARILY, EXPRESSLY AND SPECIFICALLY ASSUME

FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, ILLNESS OR PERSONAL INJURY, INCLUDING DEATH that may result from participation in the fishing activities outlined herein.

15. PRIVACY POLICY.

You represent and warrant that you have read the Company's Privacy Policy (the "Privacy Policy"), the terms of which are incorporated herein by reference, and you agree to any use of your personal information in accordance with the terms of the Privacy Policy. You understand that the terms of the Privacy Policy may be amended from time to time and agree to review any amendments to the Privacy Policy following the posting of those amendments on this site. Any access to or use of this site by you following the posting of any amendments to the Privacy Policy shall constitute your acceptance of those amendments.

16. LINKS TO OTHER SITES.

This site contains links to other web sites ("Links"). All Links are provided solely as a convenience to you, and not as an endorsement by the Company or its affiliates of any other web site or content contained thereon. Neither the Company nor its affiliates shall have any liability or responsibility for, or be deemed to make any representation or warranty with respect to, the content of any other web site by virtue of the inclusion of Links on this site or otherwise.

17. GENERAL PROVISIONS.

17.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

17.2 Dispute Resolution. In the event of a dispute between the Parties, the Parties shall use their best efforts to resolve the issue causing the deadlock through mediation for a period of thirty (30) days. In the event the dispute is not resolved by expiration of such thirty (30) day period, the issue causing dispute shall be submitted to court of competent jurisdiction for resolution.

17.3 Assignment. Angler may not assign his/her rights, duties and obligation hereunder without the prior written consent of Company. Company may assign its rights, duties and obligations without the consent of Angler.

17.4 Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

17.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17.6 Prevailing Party Fees and Costs. In connection with any litigation, action, suit or dispute including, appellate proceedings, arising out of or in any manner relating to this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including but not limited to, reasonable attorney's fees and costs.

17.7 Venue. The parties agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Palm Beach County and that each party consents to the jurisdiction of such court in any suit, action or proceeding. Each party further waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts. This provision shall survive the termination of this Agreement.

17.8 Severability. If any part of this Agreement will be determined to be invalid, illegal or unenforceable by any valid Act of Congress or act of any legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part will be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement will be fully effective and operative insofar as reasonably possible.

17.9 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) sent by electronic mail (with written confirmation of receipt from the Company), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as the Company may designate):

To Company:

Share A Fishing Charter, LLC
980 N Federal Highway – Suite 110

Boca Raton, FL. 33432

17.10 Independent Contractors. The Parties' relationship hereunder is that of independent contractors. This Agreement does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between the Parties. Neither Party has the authority to bind or act on behalf of the other Party except as otherwise specifically stated herein.

17.11 Force Majeure. The obligations of either Party to perform under this Agreement will be excused during each period of delay or default if such delay or default is caused by conditions or events beyond the nonperforming Party's reasonable control and occurring without its fault or negligence, including, but not limited to, Acts of God, natural disasters, wars, riots or other major upheaval, labor strikes, shortages of power or materials, general failure of the internet, hacker or virus attack, government orders, disruptions in telephone service attributable to the telephone company or labor actions by employees of a common carrier, or damage or destruction of any network facilities or servers. Upon occurrence of a Force Majeure event, the nonperforming Party shall promptly notify the other Party of the occurrence of that Force Majeure event, its effect on performance, and how long that Party expects it to last. Thereafter, the nonperforming Party shall update that information as reasonably necessary. During a Force Majeure event, the nonperforming Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

17.12 Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any provision hereof.

17.13 Controlling Document. In the event of any conflict between this Agreement and any document, instrument or agreement prepared by either Party, the terms and conditions of this Agreement shall control.

17.14 Definitions.

(a) "Captain" means any Person that uploads charter reservation and any related information to the Company's website for the purposes of offering charter services for sale through the Company's website.

(b) "Company website" means the World Wide Web site owned by Company and which has the URL www.shareafishingcharter.com and any and all other web sites owned or operated by Company on which Company offers online e-commerce services.

(c) "Angler" means a person or organization that purchases a reservation from Captain using Company's services.

(d) "Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.