



## **Terms of Use**

Please Read Carefully Before Using This Website:

FishBait Marketing LLC maintains this site for information and communication purposes. This webpage contains the Terms of Use governing your access to and use of [www.fishbaitmarketing.com](http://www.fishbaitmarketing.com) (the "Website" or "Site"). If you do not accept these Terms of Use or you do not meet or comply with their provisions, you may not use the Website.

### **1. Overview**

YOUR USE OF THIS WEBSITE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTING AND AGREEING TO THESE TERMS OF USE.

Your use of the Website will be deemed to be acceptance of the Terms of Use, Section A.

IF THESE TERMS OF USE ARE NOT COMPLETELY ACCEPTABLE TO YOU, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THIS WEBSITE.

### **2. Changes To Terms**

FishBait Marketing may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content, as well as (ii) the products and/or services as described in this Website. Any modifications will take effect when posted to the Website. Therefore, each time you access the Website, you need to review the Terms of Use upon which access and use of this Website is conditioned. By your continuing use of the Website after changes are posted, you will be deemed to have accepted such changes.

### **3. Jurisdiction**

The Website is directed to those individuals and entities located in the United States. It is not directed to any person or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of the Website and its content, including its products and services, are unavailable or otherwise contrary to local laws or regulations. If this applies to you, you are not authorized to access or use any of the information on this Website. FishBait Marketing makes no representation that the information, opinions, advice or other content on the Website (collectively, "Content") is appropriate or that its products and services are available outside of the United States. Those who choose to access this Website from other locations do so at their own risk and are responsible for compliance with applicable local laws.

### **4. Scope of Use and User E-Mail**



You are only authorized to view, use, copy for your records and download small portions of the Content (including without limitation text, graphics, software, audio and video files and photos) of this Website for your informational, non-commercial use, provided that you leave all the copyright notices, including copyright management information, or other proprietary notices intact.

You may not store, modify, reproduce, transmit, reverse engineer or distribute a significant portion of the Content on this Website, or the design or layout of the Website or individual sections of it, in any form or media. The systematic retrieval of data from the Website is also prohibited.

E-mail submissions over the Internet may not be secure and are subject to the risk of interception by third parties. Please consider this fact before e-mailing any information. Also, please consult our [Privacy Policy](#). You agree not to submit or transmit any e-mails or materials through the Website that: (i) are defamatory, threatening, obscene or harassing, (ii) contain a virus, worm, Trojan horse or any other harmful component, (iii) incorporate copyrighted or other proprietary material of any third party without that party's permission or (iv) otherwise violate any applicable laws. FishBait Marketing shall not be subject to any obligations of confidentiality regarding any information or materials that you submit online except as specified in these Terms of Use, or as set forth in any additional terms and conditions relating to specific products or services, or as otherwise specifically agreed or required by law.

The commercial use, reproduction, transmission or distribution of any information, software or other material available through the Website without the prior written consent of FishBait Marketing is strictly prohibited.

## **5. Copyrights and Trademarks**

The materials at this Site, as well as the organization and layout of this site, are copyrighted and are protected by United States and international copyright laws and treaty provisions. You may access, download and print materials on this Website solely for your personal and non-commercial use; however, any print out of this Site, or portions of the Site, must include FishBait Marketing's copyright notice. No right, title or interest in any of the materials contained on this Site is transferred to you as a result of accessing, downloading or printing such materials. You may not copy, modify, distribute, transmit, display, reproduce, publish, license any part of this Site; create derivative works from, link to or frame in another website, use on any other website, transfer or sell any information obtained from this Site without the prior written permission of FishBait Marketing.

Except as expressly provided under the "Scope of Use" Section above, you may not use, reproduce, modify, transmit, distribute, or publicly display or operate this Website



without the prior written permission of FishBait Marketing. You may not use a part of this Website on any other Website, without FishBait Marketing's prior written consent.

FishBait Marketing respects the intellectual property rights of others and expects our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at **admin@fishbaitmarketing.com**.

## **6. Links**

For your convenience, we may provide links to various other Websites that may be of interest to you and for your convenience only. However, FishBait Marketing does not control or endorse such Websites and is not responsible for their content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such Websites. Please read the terms and conditions or terms of use policies of any other company or website you may link to from our website. These Terms of Use policy applies only to FishBait Marketing's website and the products and services FishBait Marketing offers. If you decide to access any of the third party sites linked to this Website, you do so at your own risk. FishBait Marketing reserves the right to terminate any link or linking program at any time. FishBait Marketing disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such sites.

You may not link to this Website without FishBait Marketing's written permission. If you are interested in linking to this Website, please contact **admin@fishbaitmarketing.com**.

## **7. No Unlawful Or Prohibited Use**

As a condition of your use of the Website, you warrant to FishBait Marketing that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Website in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

## **8. Spamming**

Gathering email addresses from FishBait Marketing through harvesting or automated means is prohibited. Posting or transmitting unauthorized or unsolicited advertising, promotional materials, or any other forms of solicitation to other Users is prohibited.



Inquiries regarding a commercial relationship with FishBait Marketing should be directed to: [admin@fishbaitmarketing.com](mailto:admin@fishbaitmarketing.com).

#### **9. No Warranties**

THE WEBSITE, AND ANY CONTENT, ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEMS INTEGRATION, ACCURACY, AND NON-INFRINGEMENT, ALL OF WHICH FISHBAIT MARKETING EXPRESSLY DISCLAIMS. FISHBAIT MARKETING DOES NOT ENDORSE AND MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE CONTENT, AND FISHBAIT MARKETING WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY FAILURE OR DELAY IN UPDATING THE WEBSITE OR ANY CONTENT. WE HAVE NO DUTY TO UPDATE THE CONTENT OF THE WEBSITE. FISHBAIT MARKETING MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR ANY RESULTS OR OTHER CONSEQUENCES OF ACCESSING THE WEBSITE AND USING THE CONTENT, AND FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY ACCESS, DOWNLOAD OR OTHERWISE OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. THIS WARRANTY DISCLAIMER MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY FISHBAIT MARKETING. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

#### **10. Governing Law, Location and Miscellaneous**

These Terms of Use shall be governed in all respects by the laws of the State of South Carolina USA, without reference to its choice of law rules. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification.

#### **11. Separate Agreements**

You may have other agreements with FishBait Marketing. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with FishBait Marketing.

#### **12. No Professional Advice**



The information available on the Website is intended to be a general information resource regarding the matters covered, and is not tailored to your specific circumstance. You should not construe this as legal, accounting or other professional advice. This Website is not intended for use by minors. YOU SHOULD EVALUATE ALL INFORMATION, OPINIONS AND ADVICE AVAILABLE ON THIS WEBSITE IN CONSULTATION WITH YOUR INSURANCE SPECIALIST, OR WITH YOUR LEGAL, TAX, FINANCIAL OR OTHER ADVISOR, AS APPROPRIATE.

### **13. Users Disputes**

You are solely responsible for your interactions with other Users. FishBait Marketing reserves the right, but has no obligation, to monitor disputes between you and other Users.

### **14. Arbitration**

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any FishBait Marketing confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms of Use or this Website shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. 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 held in South Carolina, USA.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorization of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorization of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

### **15. Limitation of Liability**

YOUR USE OF THE CONTENT IS AT YOUR OWN RISK. FISHBAIT MARKETING SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT,



INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT (EVEN IF FISHBAIT MARKETING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE OR THE CONTENT. THIS LIMITATION OF LIABILITY MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY FISHBAIT MARKETING. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THIS LIMITATION MAY NOT APPLY TO YOU.

#### **16. Indemnity**

You agree to defend, indemnify, and hold FishBait Marketing, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

**Contact us:** If you would like to request additional information regarding these Terms of Use, please contact us at [admin@fishbaitmarketing.com](mailto:admin@fishbaitmarketing.com).