

Terms of Use

Updated as of January 15, 2021

These Terms of Use (these “Terms of Use”) apply to your access to and use of the websites and mobile applications of the Center for Aquatic Sciences and its subsidiaries and affiliates (“The Center,” “we,” “us,” or “our”) and Content (as defined below) available on such websites or mobile applications (collectively, the “Online Services”).

PLEASE READ THESE TERMS OF USE CAREFULLY, THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS INCLUDING YOUR ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATED TO CONTRACTING INFECTIOUS AND/OR COMMUNICABLE DISEASES (INCLUDING WITHOUT LIMITATION COVID-19).

THESE TERMS OF USE ARE AN AGREEMENT BETWEEN YOU AND US UNDER WHICH YOU MAY USE AND ACCESS THE ONLINE SERVICES. PLEASE REVIEW THESE TERMS OF USE CAREFULLY. BY ACCESSING AND USING THE ONLINE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE, INCLUDING THE PRIVACY POLICY HEREBY INCORPORATED HEREIN, WHICH INCLUDE THE USE OF ARBITRATION TO RESOLVE DISPUTES BETWEEN YOU AND US, NO CLASS RELIEF, AND WAIVER OF YOUR RIGHT TO A JURY TRIAL. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE OR ACCESS THE ONLINE SERVICES. YOUR USE OF THE ONLINE SERVICES MAY BE SUBJECT TO ADDITIONAL TERMS APPLICABLE TO SPECIFIC ONLINE SERVICES. FOR EXAMPLE, SPECIFIC TERMS MAY APPLY FOR YOUR USE OF A SPECIFIC FEATURE OR AN APPLICATION AVAILABLE ON THE ONLINE SERVICES. REFERENCES TO “THE CENTER” IN THESE TERMS OF USE INCLUDE THE CENTER AND ITS SUBSIDIARIES AND AFFILIATES, INDIVIDUALLY, EACH OF WHOM MAY SEPARATELY ENFORCE THE RIGHTS UNDER THESE TERMS OF USE.

Our websites and Online Services are general audience website(s) and Online Services for adults. We will assume (and by using our website(s) or Online Services you warrant that) you have legal capacity to enter into the agreement set out in these Terms of Use (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

1. Modifications to these Terms of Use. We may revise these Terms of Use from time to time, and you should periodically review these Terms of Use to which you are bound. WE WILL ANNOUNCE CHANGES TO THESE TERMS OF USE WHEN WE MAKE MATERIAL CHANGES TO THEM. YOU MUST ACCEPT ANY REVISED TERMS OF USE BEFORE YOU WILL BE PERMITTED TO CONTINUE TO USE OR ACCESS THE ONLINE SERVICES. IF YOU DO NOT ACCEPT ANY REVISED TERMS OF USE, YOU WILL NOT BE PERMITTED TO CONTINUE TO USE OR ACCESS THE ONLINE SERVICES.

2. User Information. “User Information” is defined as any and all information or data you provide to THE CENTER or THE CENTER collects from you during Registration and through any interactive feature of the system, including email submissions, texts, forum posting, and online purchases through the Online Services. You represent and warrant that your User Information (i) is not false, inaccurate, incomplete or misleading; (ii) is not fraudulent; (iii) does not infringe any third party’s trademark, copyright, patent, trade secret, trade dress, publicity or privacy rights or other intellectual property or proprietary rights (collectively, “Infringement Violations”); (iv) does not violate any applicable federal, state, local, or foreign law, statute, ordinance or regulation (collectively, “Laws”); (v) is not defamatory, libelous, unlawfully threatening or unlawfully harassing; (vi) is not obscene and does not contain child pornography; (vii) does not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer scripts or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (viii) does not create liability for THE CENTER; and (ix) does not link directly or indirectly to another website or service. THE CENTER has the right but not the obligation to monitor and edit or remove any activity or content. All User Information and other information we collect from you is collected according to the terms of our Privacy Policy available at <https://www.aquaticsciences.org/>.

3. License to Submitted Content. Unless otherwise agreed to in writing by you and THE CENTER, you hereby grant to THE CENTER a cost free, royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use without restriction all messages, files, text, pictures, drawings, photographs, artwork, opinions, ideas, suggestions, and other materials, content and feedback that you upload, post or submit to the Online Services or send to use for display on the Online Services, or which you send to other users of the Online Services (collectively, “Submitted Content”). The foregoing license includes, without limitation, the right to copy, store, reproduce, modify, adapt, display, translate, transmit, perform, publish, create derivative works from, sublicense these rights to third parties, and exploit any property rights in such Submitted Content, including but not limited to rights under copyright, trademark, service mark or patent Laws under any relevant jurisdiction. To the extent permitted by Law, nothing contained in these Terms of Use shall limit or otherwise affect these rights granted to THE CENTER.

4. Modifications to the Online Services. You understand and agree that THE CENTER may discontinue or change any of the Online Services at any time without notice. Also, you understand and agree that THE CENTER may discontinue or restrict your use of the Online Services for any reason without notice.

5. Copyright Protection. The content, features and functions displayed on the Online Services by THE CENTER, including without limitation text, graphics, logos, button icons, images, audio clips, video, data compilations, and software (“THE CENTER Content” and, collectively with Submitted Content, the “Content”), are the property of THE CENTER or its third-party licensors, and are protected by U.S. and international copyright and other intellectual property Laws.

6. Trademarks. The Online Services contain trademarks and trade names of THE CENTER. Third-party trademarks and trade names are the property of their respective owners. Nothing contained on the Online Services grants, or should be understood or construed as granting, you a license to use any of the trademarks, service marks, or logos owned by THE CENTER or by any third-party.

7. Content Use Limitations. You agree not to copy, reproduce, modify, adapt, display, translate, transmit, perform, publish, create derivative works from, or store any Content on the Online Services without the express prior written consent of THE CENTER. You also agree not to distribute, transmit, broadcast or circulate any Content to others, without the express prior written consent of THE CENTER. You may not post any Content to any non-THE CENTER owned or controlled forums, newsgroups, mail lists, electronic bulletin boards, or other websites, without the prior written consent of THE CENTER. THE CENTER Content includes information, tips, facts, views, and opinions THE CENTER deems worthy of publication. THE CENTER DOES NOT GIVE TECHNICAL, BUSINESS, OR ANY OTHER PROFESSIONAL ADVICE THROUGH OR IN CONNECTION WITH THE ONLINE SERVICES.

8. Additional Use Limitations. You are prohibited from taking, or attempting to take, any actions that may compromise the security features of the Online Services, including, without limitation: (i) accessing any Content not intended for you, or logging onto a server or account that you are not authorized to access or use; (ii) probing, scanning, or testing the vulnerability of the Online Services or any associated system or network, or breaching security or authentication measures without proper authorization; (iii) interfering with services to any user, host, or network, including, without limitation, by means of submitting a virus to the Online Services, overloading, “flooding”, “spamming”, “mail bombing”, or “crashing”; (iv) using the Online Services to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (v) using any automatic or manual process to monitor or copy any portion of THE CENTER’s websites or the Online Services without THE CENTER’s prior written permission; (vi) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Online Services; (vii) introducing any viruses, Trojan horses, worms, time bombs, cancelbots or other computer scripts or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or (viii) modifying, reverse-engineering, decompiling, disassembling, or otherwise reducing to a human-perceivable form any of the source code used by THE CENTER in providing the Online Services. Any violation of system or network security may subject you to civil and/or criminal liability.

Our Online Services may be used only for lawful purposes. Transmission, posting, distribution or storage of material or conduct in violation of any Laws is strictly prohibited. You agree not to use the Online Services in any manner which causes, or may cause, any Infringement Violations with respect to the property of THE CENTER or any third party. You shall be solely responsible for any violations of any Laws and for any Infringement Violations with respect to the property of THE CENTER or any third-party rights caused by you. The burden of proving that your activities in connection with the Online Services do not violate any Laws or cause any

Infringement Violations rests solely with you.

9. Violations. THE CENTER may investigate reports of abuse or misuse and, if appropriate, limit or prohibit your use of the Online Services or modify your user profile to reflect its determinations. You agree that we may access your Account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized use of the Online Services. THE CENTER does not intend to disclose the existence or occurrence of such an investigation unless required by law, but THE CENTER reserves the right to terminate your Account or your access to the Online Services immediately, with or without notice to you, if we believe you have violated any terms of these Terms of Use, furnished THE CENTER with false or misleading information, or interfered with use of the Online Services by others. All determinations are final and are made at THE CENTER's sole discretion. In agreeing to these Terms of Use, you agree to participate in investigations and be bound by THE CENTER's determinations. If THE CENTER, in its sole discretion, determines that a violation of these Terms of Use has occurred, or if THE CENTER believes that your actions may cause legal liability for you, other users or us, THE CENTER may take any actions or pursue any legal remedies that it believes are necessary or prudent, including, but not limited to, issuing a warning, filing a complaint, deleting any posted material from our Online Services, suspending or canceling your Account, releasing User Information, filing a report with the appropriate authorities and/or excluding any person(s) who may have violated any terms of these Terms of Use. THE CENTER may cooperate with any investigation by any federal, state, or local body or any court or tribunal. Such cooperation may be with or without notice to you.

10. DISCLAIMER OF WARRANTIES. Although THE CENTER strives to provide high quality content, THE CENTER does not guarantee or warrant the accuracy, completeness or timeliness of the Content. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ACCESS TO AND USE OF THE ONLINE SERVICES, INCLUDING ITS CONTENT, ARE AT YOUR SOLE DISCRETION AND RISK. THE ONLINE SERVICES (INCLUDING CONTENT SUCH AS ITEM DESCRIPTIONS) ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CENTER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, REASONABLE CARE, SECURITY, QUALITY, TIMELINESS, AVAILABILITY, COMPLETENESS, RELIABILITY, ACCURACY, TRUTHFULNESS, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT IN RESPECT OF THE ONLINE SERVICES (INCLUDING, WITHOUT LIMITATION, ALL CONTENT THEREON), OR COMPLETENESS OF THE INFORMATION POSTED WITH RESPECT TO ANY MATERIALS POSTED BY THE CENTER, ITS PARTNERS, OR OTHER THIRD PARTIES (INCLUDING OTHER USERS) OR ANY OTHER MATERIALS AVAILABLE THROUGH THE ONLINE SERVICES. THE CENTER MAKES NO WARRANTY THAT THE ONLINE SERVICES, INCLUDING THE CONTENT, WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO OR USE OF THE ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS FREE

OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT, SUBJECT TO THE CENTER'S PRIVACY POLICY, ANY DOCUMENT AND/OR DATA DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ONLINE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF SUCH MATERIAL AND/OR DATA. THE CENTER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY INFORMATION OBTAINED FROM ANY LINKED THIRD-PARTY SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

11. LIMITATION OF LIABILITY. BY USING THE ONLINE SERVICES, INCLUDING THE CONTENT, YOU AGREE THAT UNDER NO CIRCUMSTANCE WILL THE CENTER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENTS, SUBSIDIARIES, PARTNERS, AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR (I) ANY INFORMATION (REGARDLESS OF WHETHER PROVIDED OR OMITTED BY THE CENTER, ITS PARTNERS, OR OTHER THIRD PARTIES (INCLUDING OTHER USERS)) CONTAINED IN, DISPLAYED ON OR OMITTED FROM THE ONLINE SERVICES; (II) ANY PERSON'S RELIANCE ON THE ONLINE SERVICES, INCLUDING THE CONTENT (REGARDLESS OF WHETHER PROVIDED BY THE CENTER, ITS PARTNERS, OR OTHER THIRD PARTIES (INCLUDING OTHER USERS), WHETHER OR NOT THE ONLINE SERVICES, INCLUDING THE CONTENT, ARE CORRECT (OR ADEQUATELY PERFORMED), CURRENT OR COMPLETE; (III) THE CONSEQUENCES OF ANY ACTION YOU OR ANY OTHER PERSON TAKES OR FAILS TO TAKE BASED ON THE ONLINE SERVICES BY OR AS A RESULT OF THE USE OF THE ONLINE SERVICES; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR OR OTHER USER'S TRANSMISSIONS OR DATA; (V) THE LOSS OF ANY PERSONAL DATA THROUGH THE ONLINE SERVICES; (VI) DAMAGES CAUSED BY ANY ITEM OR SERVICE BOUGHT THROUGH THE ONLINE SERVICES; (VII) ANY CONDUCT BY ANY USER ASSOCIATED WITH THE ONLINE SERVICES, INCLUDING WITHOUT LIMITATION ANY SURVEYS, CHAT ROOMS, MESSAGE BOARDS OR OTHER ONLINE SERVICES CURRENTLY OFFERED OR OFFERED IN THE FUTURE. IN NO EVENT SHALL THE CENTER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENTS, SUBSIDIARIES, PARTNERS OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES RESULTING FROM ACCESS TO, THE USE OF, OR THE INABILITY TO USE THE ONLINE SERVICES, INCLUDING BUT NOT LIMITED TO, UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE PROPERTY, EVEN IF THE CENTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW. IN THE EVENT THE CENTER IS FOUND LIABLE, ITS LIABILITY TO YOU IS LIMITED TO \$500. SOME JURISDICTIONS DO NOT ALLOW THE

LIMITATION OR EXCLUSION OF LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. These limitations apply among other things to any third-party claims against THE CENTER. You agree that the provisions of these Terms of Use represent a reasonable allocation of the risks under these Terms of Use and that THE CENTER allows you to access and use the Online Services based on the allocation of risk and the limitations of liability specified herein.

12. WAIVER OF CLAIMS. BY USING THE ONLINE SERVICES, YOU SIGNIFY YOUR AGREEMENT TO AND DO THEREBY WAIVE ALL CLAIMS WHICH HAVE NOT BEEN FILED BUT MAY HAVE ACCRUED AGAINST THE CENTER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENTS, SUBSIDIARIES, PARTNERS AND AFFILIATES PRIOR TO OR AS OF THE DATE OF YOUR ACCESS TO OR USE OF THE ONLINE SERVICES, FOR ALL CLAIMS ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF THE ONLINE SERVICES, WHETHER IN LAW OR EQUITY, AND SUCH CLAIMS ARE FOREVER BARRED.

13. Indemnity. You agree to defend, indemnify and hold harmless THE CENTER its affiliates, providers, or its and their respective officers, directors, partners, shareholders, employees, contractors, agents, licensors, suppliers, service providers, advertisers, instructors, staff, successors or assigns (“THE CENTER Parties”) against any and all claims and expenses, including attorneys’ fees, resulting from or otherwise arising out of your access to or use of the Online Services or breach of these Terms of Use, including, but not limited to: forum postings; communications by and among you, THE CENTER, other users, our business partners, and/or other third parties; and Infringement Violations and violation of Laws by you.

14. Revocation of Access. THE CENTER reserves the right, at any time and at its sole discretion, to suspend or revoke your access to the Online Services or any use authorizations relating to the Online Services granted to you.

15. Use of Software. We may make certain software available to you from the Online Services. If you download software from the Online Services, the software, including all files and images contained in or generated by the software, and accompanying data (collectively, “Software”), are deemed licensed to you by THE CENTER, for your personal, noncommercial, home use only. You acknowledge and agree that your access to and use of the Software may be subject to additional terms. Such download does not transfer either the title or the intellectual property rights to the Software, and we and/or our third-party licensors retain full and complete title to the Software as well as all intellectual property rights therein. You shall not sell, redistribute, or reproduce the Software, nor shall you decompile, reverse-engineer, disassemble, or otherwise convert the Software to a human-perceivable form. You agree to comply with all United States and other applicable Laws relating to the export, re-export, or transshipment of the Software. All trademarks and logos are owned by THE CENTER or its licensors, and you shall not copy or use them in any manner.

16. User Input. All electronic mail or communications provided by you to THE CENTER may

be used by THE CENTER for any purpose without compensation to the contributor, subject to THE CENTER's Privacy Policy.

17. MANDATORY ARBITRATION. You agree and understand that this Section is deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act, satisfies the "writing" requirement of that act, applies to your use of the Online Services, and governs all claims, disputes, or controversies between you and THE CENTER and each and all THE CENTER Parties, including but not limited to tort and contract claims, claims based upon any federal, state, or local statute, law, order, ordinance, or regulation, and claims over the applicability of this arbitration provision (collectively "Claims"). This Section can only be changed or terminated upon mutual agreement. You understand and agree that all Claims shall be resolved by final and binding arbitration using the American Arbitration Association's ("AAA") Commercial Arbitration Rules ("AAA Rules") in effect on the date of initiation of the arbitration, except as to those AAA Rules that conflict with or differ from this Terms of Use, by one or more arbitrators appointed in accordance with said rules at a location within Camden County, New Jersey. Any controversy concerning whether a dispute is arbitrable shall be determined by the arbitrator(s) and not by the court. In arbitration, as with a court, the arbitrator must honor the terms of this Terms of Use and may award the prevailing party damages and other relief (including attorneys' fees).

HOWEVER, WITH ARBITRATION: (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED.

Each party to the arbitration will have the right, at its own expense, to be represented by an attorney or other advocate of its own choosing. You and we will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but, if applicable arbitration rules or laws require THE CENTER to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then THE CENTER will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

NO CLASS ACTION MATTERS. You agree that disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party, such as class action claims or private attorney general representative actions, with the exception of representative claims solely for injunctive relief brought under unfair competition law. If any provision of this arbitration provision is deemed unlawful, void or unenforceable, that provision shall be severable from the remainder of this paragraph, which shall remain fully enforceable. AGREEMENT TO THESE TERMS CONSTITUTES AN AGREEMENT TO PURSUE YOUR CLAIM FOR ALLEGED

DAMAGES ONLY ON AN INDIVIDUAL BASIS AND A WAIVER OF THE ABILITY TO PURSUE YOUR CLAIM IN A CLASS ACTION.

You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

18. Applicable Law. You acknowledge that the Online Services, including the Content, are controlled in and originate from the United States. THE CENTER makes no representation that any of the Content is appropriate or available for use in other locations. THE CENTER has no responsibility for any access to the Online Services from territories where the Content may be illegal or otherwise prohibited. If you choose to access the Online Services from other locations, you do so at your own risk, and you are responsible for compliance with applicable local laws. Any claim relating to the use of the Online Services, including any Content, shall be governed by the internal substantive laws of the State of New Jersey, without regard to its conflicts of laws rules and shall be resolved pursuant to Section 20 of this Terms of Use. User expressly consents to the jurisdiction of the state and federal courts of New Jersey for any such claim. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms of Use.

19. Notices. Any notices given pursuant to these Terms of Use that are directed to THE CENTER shall be given by personal delivery, overnight courier, or registered or certified mail to: Center for Aquatic Sciences, 1 Riverside Drive, Camden, NJ, 08103. We may update the address for notices to us by posting a notice on the Online Service. Notices provided by personal delivery will be effective immediately, provided that written confirmation of receipt is obtained and kept by you. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

Any notice from THE CENTER that is directed to you shall be delivered (i) by posting to the Online Service, (ii) by mail to the mailing address you provided us at the time of Registration, or (iii) by email to the email address you provided us at the time of Registration. Notice shall be deemed given immediately upon posting to the Online Services, (ii) twenty-four (24) hours after email is sent, unless we are notified that the email address is invalid or, (iii) in the case of notice sent via mail, three (3) business days after the date of mailing.

20. General. These Terms of Use and THE CENTER Privacy Policy constitute the entire agreement between THE CENTER and you with respect to your use of the Online Services and supersede all previous and contemporaneous agreements, proposals and communications, written or oral, with respect to this subject matter. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any section. If any part of these Terms of Use is deemed invalid or void, that part of these Terms of Use shall be deemed severable and shall not affect the validity or enforceability of any of the remaining conditions. THE CENTER's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. No agency, partnership, joint venture,

employer-employee or franchiser-franchisee relationship is intended or created by these Terms of Use. You may terminate these Terms of Use for convenience at any time by refraining from accessing or using the Online Services. THE CENTER may terminate these Terms of Use for convenience at any time by sending a notice to you or terminating your access to the Online Services. The preamble section and Sections 4, 6, 7, 8, 9, 10, 12, 13, 14, 15, 17, 19, 20, 21, 22, and 23 shall survive any expiration or termination of these Terms of Use.

21. Infringement Policy. Pursuant to § 201.38 and the Digital Millennium Copyright Act (the “DMCA”), THE CENTER respects the intellectual property of others, and we ask our users to do the same. THE CENTER may, in appropriate circumstances and at its discretion, cancel postings and/or terminate the Accounts of users who may be causing Infringement Violations. If you have found that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been violated, email us at sf@aquaticsciences.org. Please note that THE CENTER enforces a policy that provides for the termination of users who are repeat infringers in appropriate circumstances.

22. Safety Measures Related to COVID-19 & Other Infectious and/or Communicable Diseases. We have implemented a number of new safety measures based on guidance from health authorities, such as the Centers for Disease Control and Prevention (CDC), health organizations, and appropriate government agencies. You must follow all posted instructions while visiting THE CENTER properties (collectively, the “Properties”). The added safety measures include the following at each of the Properties: A. Touchless temperature screenings will be conducted prior to admittance. Anyone displaying a temperature of 100.40 Fahrenheit or above will be directed to an additional location for rescreening and assistance. Guests with a fever exceeding 100.40 Fahrenheit will not be permitted entry. Refunds or rain checks may be offered at the sole discretion of THE CENTER. By entering the Properties, you are acknowledging and confirming on your behalf, including any minor children, that you submit to your temperature being taken prior to entry. B. All Guests ages 3 and older are required to wear face coverings when visiting the Properties. Guests are required to wear face coverings at all times, except in specific situations as identified on the Properties. The use of face coverings should not be seen as a substitute for physical distancing. C. Directional signage has been installed to assist Guests to responsibly move throughout the Properties. Additionally, ground markings will help promote proper physical distancing when queuing is needed at a location.

Express Assumption of Risk & Release of Liability. Please note the CDC advises that older adults and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19. Guests should evaluate their risk in determining whether to attend. People who show no symptoms can spread COVID-19 if they are infected, any interaction with the general public poses an elevated risk of being exposed to COVID-19, and we cannot guarantee that you will not be exposed during your visit.

This Section 24 is an acknowledgement and voluntary express assumption of risk and release of liability as it relates to the risks of being exposed to or contracting COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof), the Coronavirus that causes COVID-19, or any other communicable and/or infectious disease, while visiting the

Properties. By entering the Properties, you are acknowledging and confirming on your behalf, and on behalf of any individual who uses the admission ticket(s) and/or pass(es) you purchased to enter the Properties (including any minor children), both now and in the future, that you understand and voluntarily expressly assume the risk that during your visit you may be exposed to COVID-19, the Coronavirus that causes COVID-19, or other communicable and/or infectious diseases. You expressly understand that these risks include contracting COVID-19 or other communicable and/or infectious diseases and the associated dangers, medical complications and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or other communicable and/or infectious diseases. You further acknowledge and understand that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting communicable and/or infectious diseases, including, but not limited to, COVID-19 and the Coronavirus that causes COVID-19, that THE CENTER cannot guarantee that you will not be exposed during your visit to the Properties, and that as such, potential exposure to or contraction of COVID-19 or any other communicable and/or infectious diseases are risks inherent in your decision to visit the Properties and cannot be eliminated. You further acknowledge and understand that if infected with COVID-19, the Coronavirus that causes COVID-19, or any other communicable and/or infectious disease, you may infect others you subsequently come in to contact with, even if you are not experiencing or displaying any symptoms of illness yourself, and that the risk of spreading COVID-19 to others remains even after the you depart the Properties. The same is true for many other communicable and/or infectious diseases you may be exposed to during your visit.

You and THE CENTER further agree that we both intend this Section to be a binding and full release of liability for negligence and/or the inherent risks associated with visiting the Properties during an epidemic or pandemic with respect to any controversy, claim or dispute that may arise out of or during your visit to the Properties that is related to exposure to or the contraction of any communicable and/or infectious disease, including, but not limited to, COVID-19 or the Coronavirus that causes COVID-19. Specifically, you agree that:

YOU, ON BEHALF OF YOURSELF AND YOUR PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, GUARDIANS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND NEXT OF KIN) HEREBY RELEASE AND DISCHARGE, AGREE TO INDEMNIFY AND DEFEND, AND COVENANT NOT TO SUE THE CENTER AND THE ADDITIONAL RELEASED PARTIES NOTED BELOW WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURIES OR WRONGFUL DEATH) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE AND/OR INFECTIOUS DISEASE, INCLUDING BUT NOT LIMITED TO, COVID-19 (OR THE CORONAVIRUS THAT CAUSES COVID-19), DURING YOUR VISIT TO THE PROPERTIES, OR DURING YOUR PARTICIPATION IN ANY RELATED ACTIVITIES ARRANGED, PROMOTED AND/OR SPONSORED BY THE CENTER, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH VISITING THE PROPERTIES DURING ANY EPIDEMIC OR

PANDEMIC, INCLUDING THE COVID-19 PANDEMIC. YOU FURTHER AGREE THAT THE FOREGOING RELEASE OF LIABILITY, AGREEMENT TO INDEMNIFY AND DEFEND, AND COVENANT NOT TO SUE EXTENDS TO AND ENCOMPASSES ANY AND ALL CLAIMS, LIABILITIES OR DEMANDS THAT RELATE IN ANY WAY TO EXPOSURE TO OR CONTRACTION OF A COMMUNICABLE OR INFECTIOUS DISEASE, INCLUDING BUT NOT LIMITED TO, COVID-19, BY ANY OTHER INDIVIDUAL, INCLUDING BUT NOT LIMITED TO YOUR MINOR CHILDREN AND/OR FAMILY MEMBERS, AS A RESULT OF THEIR VISITING THE PROPERTIES OR AS A RESULT OF THEM BEING EXPOSED TO SUCH DISEASES BY YOU AFTER YOUR VISIT TO THE PROPERTIES. TO THE EXTENT PERMITTED BY LAW, YOU FURTHER AGREE THAT IT IS YOUR INTENTION THAT THE FOREGOING RELEASE OF LIABILITY, AGREEMENT TO INDEMNIFY AND DEFEND, AND COVENANT NOT TO SUE IS BEING ENTERED INTO ON YOUR BEHALF, AS SET FORTH ABOVE.

For purposes of this Section, you and THE CENTER agree that the “**Released Parties**” shall include (a) THE CENTER, (b) THE CENTER’s parent, subsidiary and affiliated companies; (c) the respective employees, agents, shareholders and officers of the entities described in (a)-(b) above; and (d) the licensees, successors, assigns and heirs of the entities and individuals referred to in (a)-(c) above.

This acknowledgement and express assumption of risk and release of liability is intended to be as broad and inclusive as is permitted by law. If any part of this provision is held to be invalid or legally unenforceable for any reason, the remainder of this provision shall not be affected thereby and shall remain valid and fully enforceable.