

GENERAL TERMS AND CONDITIONS

The United Boat riders Association enrolls you Free into our **Members Only Water Club**.

www.unitedboatridersassociation.com (the "UBRA Site") a Payment and communications platform for your personal informational, educational and entertainment use. Please feel free to browse, download and otherwise use any of the UBRA Sites. By accessing and using the UBRA Sites or mobile app you accept and agree to the following terms of use "Terms of Use") without limitation or qualification.

The terms and conditions stated herein (collectively, the "Agreement") constitute a legal agreement between you and united boat riders association ,UBPS inc. a Florida corporation d/b/a Ubraboats.com (collectively "Ubra"). In order to use the Service (defined below) and the associated Application (defined below) you must agree to the terms and conditions that are set out below. By using or receiving any services supplied to you by Ubra (collectively, the "Service"), and downloading, installing or using any associated application or web service supplied by Ubra which purpose is to enable you to use the Service (collectively, the "Application"), you hereby expressly acknowledge and agree to be bound by the terms and conditions of the Agreement, and any future amendments and additions to this Agreement as published from time to time.

united boat riders association d/b/a Ubraboats.com reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Application at any time, effective upon posting of an updated version of this Agreement on the Service or Application. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Application after any such changes shall constitute your consent to such changes.

THE COMPANYS APPLICATION ALLOWS FOR COMMUNICATIONS AND PAYMENTS BETWEEN MEMBERS.THE COMPANY DOES NOT PROVIDE BOAT RENTAL/CHARTER SERVICES AND THE COMPANY IS NOT A REGISTERED BOAT RENTAL/CHARTER COMPANY. IT IS UP TO THE THIRD PARTY BOAT RENTAL CHARTER OPERATOR ("OPERATOR") TO OFFER RIDE SERVICES, WHICH MAY BE SCHEDULED THROUGH USE OF THE APPLICATION OR SERVICE. THE COMPANY OFFERS INFORMATION AND A METHOD TO OBTAIN SUCH THIRD PARTY RIDE SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE RIDE SERVICES OR ACT IN ANY WAY AS A REGISTERED BOAT RENTAL/CHARTER, AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY RIDE SERVICES PROVIDED TO YOU BY OTHER MEMBERS OR THIRD PARTIES. ARRANGING AND PAYING FOR RIDES.THE COMPANY AUTOMATICLY ENROLLS ALL MEMBERS FOR FREE IN THE UNITED BOAT RIDERS ASSOCIATION, A MEMBERS ONLY WATER CLUB DEDICATED TO BOATING SAFTY AND PLEASURE.

ARRANGING RIDES.

You will be responsible for arranging rides with an Ubra Boats mobile application, through the Ubra Application, Ubra's website(s) or other method acceptable to Ubra. Acceptable methods may include email, text message or telephone with a Ubra application.

CONFIRMATION OF RIDES.

United Boat Riders Association will coordinate confirmation from the Operator in regards to availability of the Boat signature of all necessary documents for reserving the Boat and receipt of payment. It is your sole responsibility to carefully verify all travel details reflected in the confirmation when booking. Upon your acceptance of the confirmation, you become subject to the cancellation policy of the Operator.

PAYMENT FOR TRAVEL SERVICES.

You shall be responsible for opening an account, providing payment authorizations for travel services and paying for Services according to these terms and conditions, as well as others which may be included at the time of booking. You agree to open an account with Ubra and to provide all requested information, including a credit card to be kept on file to be used for per-authorization/reserve and payment/capture for services. When reserving an boat with a credit card an authorization/reserve will be processed for the amount reflected on the Invoice Quote (as defined below)

Prior to reserving an Boat the Operator will provide Ubra with a final quote for the ride The quoted amount from the Operator will be billed to you in the form of an Invoice Quote. You shall be responsible for authorizing payment for the Invoice Quote from your account using the available methods offered by Ubra.

Payment for Services, including the Invoice Quote, shall be subject to the following terms and conditions, which may be amended from time to time, at the discretion of United Boat Riders Association:

ADDITIONAL EXPENSES.

Additional expenses may be incurred for the following: fees for bringing pets, cleaning relating to pets or required boat cleaning due to extraordinary mess, special catering orders, ground transportation and other services whether or not itemized in the confirmation documentation will be billed when incurred. Unless otherwise noted by you, charges related to such additional expenses will be charged to the credit card on file.

FINAL INVOICE.

Ubra will transmit a Final Invoice to you detailing Member's incurred charges after the ride or as soon thereafter as charges for additional service and extraordinary items are provided by the Operator to Ubra. In the event that any amount due from you to Ubra hereunder remains unpaid for more than five (5) days beyond the date such amount was due to be paid, such outstanding amount shall be subject to interest at the lesser of 1.5% per month or the maximum amount of interest permitted by law. In the event that any form of payment provided by you to Ubra of such rejection (e.g., insufficient funds), you shall be responsible to reimburse Ubra promptly for all such fees.

DISCLAIMER OF RESPONSIBILITY FOR DELAY/CANCELLATION, OTHER .

Ubra shall not be liable for any delay or failure to perform in connection with any ride, Service or in the performance of any obligation hereunder, if such delay or failure is due to or in any manner caused by acts of God, rebellion, riots, hijacking, insurrection, civil commotion, strikes or labor disputes, fires, floods, laws, regulations, acts, demands or and orders of any government or agency, seizure of the boat under legal process, adverse weather conditions, inability to obtain fuel, boat damage or loss, lack of essential parts or supplies, mechanical problems, illness or incapacitation of crew members, denial of operating or landing approvals, clearances or permits by governmental authority, or any other cause which is beyond the control of united boat riders association Ubra is hereby released from any claim or demand for any direct or consequential damages arising out of failure to perform as a result of a force majeure event whether or not herein enumerated or other event referenced above. Ubra will use best efforts to make acceptable alternate ride arrangements should any of the above occur and cause a delay. In no event shall you pursue Ubra for any amount in excess of actual membership fees and Ubra liability shall be strictly limited to an amount equivalent to the membership fee actually paid by you.

CONDUCT. If your conduct or the conduct of your guest endangers the boat or any passenger or property while on board, or you obstruct or hinder the crew in the performance of their duties, or fail to comply with any instruction of the crew, including but not limited to, those with respect to smoking in any form, drugs, alcohol, or use any threatening, abusive or insulting words towards the crew or behave in a manner which causes discomfort, inconvenience, damage or injury to the crew, we may take such measures as we deem necessary to prevent continuation of such conduct including restraint. You may be disembarked and refused onward carriage at any point and may be prosecuted for offenses committed on board.

Further, at UBRA's discretion, your Ubra membership privileges may be revoked permanently if your rider star rating falls below our minimum, without refund.

You agree to reimburse Ubra for any and all reasonable costs and expenses incurred as a result of damage to the boat interior and or exterior which is caused by carelessness or neglect by you or any of your guests. Ubra may debit all ride expenses and other charges incurred by you, including costs of damage to boat caused by you or your guests.

INSURANCE. It is the sole responsibility of the Operator to maintain liability insurance coverage. Ubra is not liable for any claims arising in connection with the services of the Operator.

USE OF THE APPLICATION AND SERVICE

“united boat riders association Content” means Content that united boat riders association makes available through the Service or Application, including any Content licensed from a third party, but excluding User Content.

“User” means a person who accesses or uses the Service or Application.

“User Content” means Content that a User posts, uploads, publishes, submits or transmits to be made available through the Service or Application.

“Collective Content” means, collectively, united boat riders association Content and User Content.

REPRESENTATIONS AND WARRANTIES

By using the Application or Service, you expressly represent and warrant that you are legally entitled to enter into this Agreement. If you reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Application and Service. Without limiting the foregoing, the Service and Application is not available to children (persons under the age of 18). By using the Application or Service, you represent and warrant that you are at least 18 years old. By using the Application or the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. Your participation in using the Service and/or Application is for your sole, personal use. You may not authorize others to use your user status, and you

may not assign or otherwise transfer your user account to any other person or entity. When using the Application or Service you agree to comply with all applicable laws from your home nation, the country, state and city in which you are present while using the Application or Service.

You may only access the Service using authorized means. It is your responsibility to check to ensure you download the correct Application for your device. united boat riders association is not liable if you do not have a compatible handset or if you have downloaded the wrong version of the Application for your handset. united boat riders association reserves the right to terminate this Agreement should you be using the Service or Application with an incompatible or unauthorized device.

By using the Application or the Service, you agree that:

1. You will only use the Service or Application for lawful purposes; you will not use the Services for sending or storing any unlawful material or for fraudulent purposes.
2. You will not use the Service or Application to cause nuisance, annoyance or inconvenience.
3. You will not impair the proper operation of the network.
4. You will not try to harm the Service or Application in any way whatsoever.
5. You will not copy, or distribute the Application or other content without written permission from united boat riders association
6. You will only use the Application and Service for your own use and will not resell it to a third party.
7. You will keep secure the confidential information regarding your account, which allows access to the Service.
8. You will provide us with whatever proof of identity we may reasonably request.
9. You will only use an access point or 3G data account (AP) which you are authorized to use.
10. You are aware that when requesting transportation services by SMS, standard messaging charges will apply.

LICENSE GRANT, RESTRICTIONS AND COPYRIGHT POLICY LICENSES GRANTED BY UNITED BOAT RIDERS ASSOCIATION ITS CONTENT AND USER CONTENT

Subject to your compliance with the terms and conditions of this Agreement, united boat riders association grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any Underpayments Content solely for your personal and non-commercial purposes; and (ii) to view any User Content to which you are permitted access solely for your personal and non- commercial purposes. You have no right to sub license the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service, Application or Collective Content, except as expressly permitted in this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by united boat riders association or its licensors, except for the licenses and rights expressly granted in this Agreement.

LICENSE GRANTED BY USER

We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Service or Application, you hereby grant to united boat riders association a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sub license, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content only on, through or by means of the Service or Application. united boat riders association does not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit any User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Service or Application. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Service or Application or you have all rights, licenses, consents and releases that are necessary to grant to united boat riders association and to the rights in such User Content, as contemplated under this Agreement; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or UBRA's use of the User Content (or any portion thereof) on, through or by means of the Service or Application will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

APPLICATION LICENSE

Subject to your compliance with this Agreement, united boat riders association grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal use. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store ("App Store Sourced Application"), you will use the App Store Sourced Application only: (i)

on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. united boat riders association reserves all rights in and to the Application not expressly granted to you under this Agreement.

ACCESSING AND DOWNLOADING THE APPLICATION FROM ITUNES

The following applies to any App Store Sourced Application:

- You acknowledge and agree that (i) this Agreement is concluded between you and united boat riders association only, and not Apple, and (ii) united boat riders association, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Underpayments and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of united boat riders association

- You and united boat riders association acknowledge that, as between united boat riders association and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- You and united boat riders association acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between united boat riders association and Apple, united boat riders association, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

- You and united boat riders association acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

- Without limiting any other terms of this Agreement, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

You shall not (i) license, sub license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Application in any way; (ii) modify or make derivative works based upon the Service or the Application; (iii) create Internet "links" to the Service or "frame" or "mirror" any Application on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Application in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service or Application, or (c) copy any ideas, features, functions or graphics of the Service or Application, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service or Application.

You shall not: (i) send spam or otherwise duplicate or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Application or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Application or Service or its related systems or networks.

United boat riders association will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. united boat riders association may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. You acknowledge that united boat riders association has no obligation to monitor your access to or use of the Service, Application or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the Service and Application, to ensure your compliance with this Agreement, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. united boat riders association reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that united boat riders association, at its sole discretion, considers to be in violation of this Agreement or otherwise harmful to the Service or Application.

COPYRIGHT POLICY

United boat riders association respects copyright law and expects its users to do the same. It is UBRAs policy to terminate in appropriate circumstances Users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

PAYMENT TERMS

Any fees that united boat riders association may charge you for the Application or Service, are due immediately and are non-refundable. This no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our Application or Service either planned, accidental or intentional, or any reason whatsoever. united boat riders association reserves the right to determine final prevailing pricing – Please note the pricing information published on the website may not reflect the prevailing pricing.

united boat riders association, at its sole discretion, make promotional offers with different features and different rates to any of our customers. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. united boat riders association may change the fees for our Service or Application, as we deem necessary for our business. We encourage you to check back at our website periodically if you are interested about how we charge for the Service of Application.

SMS MESSAGING

If you select this feature, and have SMS service from one of the supported Carriers, you can get notified via SMS. Message and data rates may apply.

You will only receive messages from united boat riders association if you make a pass code request. If you change your mobile phone service provider the service may be deactivated and you will need to re-enroll in the notification service. united boat riders association reserves the right to cancel the notification service at any time.

INTELLECTUAL PROPERTY OWNERSHIP

united boat riders association alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Application and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application or the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Application or the Service, or any intellectual property rights owned by united boat riders association The

united boat riders association name, united boat riders association logo, and the product names associated with the Application and Service are trademarks of united boat riders association or third parties, and no right or license is granted to use them.

THIRD PARTY INTERACTIONS

During use of the Application and Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Application or Service. Any such activity, and any terms, conditions,

warranties or representations associated with such activity, is solely between you and the applicable third-party. united boat riders association and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion between you and any such third-party. united boat riders association does not endorse any sites on the Internet that are linked through the Service or Application, and in no event shall united boat riders association or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. united boat riders association provides the Application and Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and united boat riders association disclaims any and all responsibility or liability arising from such agreements between you and the third party providers.

united boat riders association may rely on third party advertising and marketing supplied through the Application or Service and other mechanisms to subsidize the Application or Service. By agreeing to these terms and conditions you agree to receive such advertising and marketing. If you do not want to receive such advertising you should notify us in writing. united boat riders association reserves the right to charge you a higher fee for the Service or Application should you choose not to receive these advertising services. This higher fee, if applicable, will be posted on united boat riders association website located at www.ubrboats.com. united boat riders association may compile and release information regarding you and your use of the Application or Service on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Service.

PRIVACY POLICY

UBRA recognizes the importance of respecting the privacy of those who visit and choose to take advantage of the programs and information offered on our web sites. The UBRA Global Privacy Notice (linked below) provides an overview of what you can expect when you enroll in one of our programs or simply browse the UBRA Site. Different or program specific policies may be applicable to our country-specific or program-specific pages.

INDEMNIFICATION

By entering into this Agreement and using the Application or Service, you agree that you shall defend, indemnify and hold united boat riders association, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, Users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and

costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, including providers of transportation services arranged via the Service or Application, or (c) your use or misuse of the Application or Service.

DISCLAIMER OF WARRANTIES

THE COMPANY MAKES NO REPRESENTATION, WARRANTY YOU ACKNOWLEDGE THAT UBRA DOES NOT PROVIDE TRANSPORTATION SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER NOR ARE WE A BOAT CHARTER/RENTAL COMPANY. UPON YOUR ACCEPCANCE YOU WILL BE AUTOMATICLY ENROLLED AS A MEMBER IN THE UNITED BOAT RIDERS ASSOCIATION . A WATER CLUB DEVOTED TO BOATING SAFTEY AND PLEASURE.UBRA PROVIDES A PAYMENT AND COMMUNICATIONS PLATFORM FOR OUR U.B.R.A. MEMBERS. (UNITED BOAT RIDERS ASSOCIATION)

GUARANTY AS TO THE RELIAGUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR APPLICATION. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE OR APPLICATION WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) THE SERVICE OR APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICE OR APPLICATION WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND APPLICATION IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE SERVICE OR APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE APPLICATION AND SERVICE, AND ANY THIRD PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

INTERNET DELAYS

THE COMPANY'S SERVICE AND APPLICATION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL THE COMPANY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR APPLICATION, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE OR APPLICATION, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE OR APPLICATION, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY MAY INTRODUCE YOU TO THIRD PARTY LICENSED TRAVEL PROVIDERS FOR THE PURPOSES OF PROVIDING RIDE SERVICES. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY TRAVEL PROVIDERS AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY TRAVEL PROVIDER. THE COMPANY WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND SUCH THIRD PARTY PROVIDERS. WE CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND THE THIRD PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE APPLICATION OR SERVICE (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING

FROM YOUR USE OF THE APPLICATION OR SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE APPLICATION OR SERVICE. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER THE CIVIL CODE OF THE STATE OF FLORIDA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

THE QUALITY OF THE RIDE SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE OR APPLICATION IS ENTIRELY THE RESPONSIBILITY OF THE MEMBERS OR THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH TRANSPORTATION SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE APPLICATION AND THE SERVICE, YOU MAY BE EXPOSED TO RIDE SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL TO MINORS, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE APPLICATION AND THE SERVICE AT YOUR OWN RISK.

ASSIGNMENT

This Agreement may not be assigned by you without the prior written approval of Ubra but may be assigned without your consent by Ubra to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

EXPORT CONTROL

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Application nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App Store Sourced Application, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

DISPUTE RESOLUTION

You and Ubra agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Service or Application (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunction or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Ubra are each waiving the right to a trial by jury or to participate as a plaintiff or class User in any purported class action or representative proceeding. Further, unless both you and Ubra otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of this Agreement. Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175 and a separate form for Florida residents at www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Florida or Delaware and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless you and Ubra otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Ubra submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Ubra will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

Fees. It is your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Ubra will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes. Notwithstanding the provisions of the modification-related provisions above, if Ubra changes this "Dispute Resolution" section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you may reject any such change by sending us written notice (including by email to unitedboatridersassociation@gmail.com within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of united boat riders association email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Ubra in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

GENERAL

No joint venture, partnership, employment, or agency relationship exists between you, Ubra or any third party provider as a result of this Agreement or use of the Service or Application. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of Ubra to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Ubra in writing. This Agreement comprises the entire agreement between you and Ubra and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

