

This MMRN Terms of Service Agreement (the “Agreement” or “Terms of Service”) is made between Marine Mammal Research Network, LLC (“MMRN,” “we,” “us,” or “our”) and you, our customer (“you” or “your”). This Agreement governs your use of MMRN owned-and-operated websites and applications (collectively, the “Services”).

* Notice: Section 11 of this Agreement contains a mandatory ARBITRATION AGREEMENT for certain privacy claims that you or MMRN could assert. By using our Services and accepting this Agreement, you (1) agree to binding arbitration of these claims before a neutral arbitrator; and (2) waive your rights to go to court, have a jury hear your case, or participate as part of a class of plaintiffs with respect to such claims.

1. Acceptance

By visiting and using this website or using our Services, you accept this Agreement and consent to contract with us electronically. If you are an entity other than a natural person, the person who registers the account or otherwise uses our Services must have the authority to bind the entity. In this context, “you” means both the entity and each person who is authorized to access the account. We may update this Agreement by posting a revised version on our website. By continuing to use our Services, you accept any revised Agreement. This Agreement includes our Privacy Policy located <https://marinemammalresearch.org> (“Privacy Policy”). Please review our Privacy Policy to learn about the information we collect from you, how we use it, and with whom we share it.

2. Our Services

Service License: Subject to the terms hereof, we grant you access to our Services. This includes the right to:

- Register for our services using the tools we provide for that purpose.
- Submit content (including text, audio, video, and images) to MMRN to upload on our website at our discretion, that may publicly associate you with MMRN services.
- View the content provided by other users of this website, and in some cases, to interact with other users of this website.
- Use all related functionality that we may provide or enable by providing our Services to you.

Features: The features available to you will depend, in part, on whether you are a researcher or a research project provider. We may change features from time to time. We may provide certain features for a fee.

Third Parties: We may provide links to and integrations with websites or services operated by others. Your use of each such website or service is subject to its terms of service and our Third-Party Service Addendum.

3. Accounts and Profiles

Registration: You may register to use certain features we offer. To do so, you must provide an email address. By registering with us, you agree to receive notices from MMRN and from other registered users (researchers or research project providers) at this email address. You must keep your email address valid and current so that we are able to contact you.

Age Requirements: You must be at least 18 years old or the applicable age of majority in your jurisdiction, whichever is greater, to register or otherwise use our Services.

4. Acceptable Use Policy

We may allow you to create, submit or publish (collectively, to "submit") content such as text, audio content, video content and image content (collectively, "content"), which we may upload to the MMRN website with your written consent. You and your content shall comply with the Acceptable Use Policy set forth in this Section 5. MMRN may remove or limit access or availability to any content or account that it considers in good faith to violate this Acceptable Use Policy.

4.1 Copyright Policy: You may only submit content that you have the right to submit and share with us. Copyright owners may send MMRN a Digital Millennium Copyright Act ("DMCA") takedown notice as provided below if they believe MMRN is hosting infringing materials. We will, in appropriate circumstances, terminate the accounts of persons who repeatedly infringe.

To request the removal of materials based upon copyright infringement, you must file a notice containing the following:

- Your name, address, telephone number, and email address (if any).
- A description of the copyrighted work that you claim has been infringed.
- A description of where on MMRN's service the material that you claim is infringing may be found, sufficient for MMRN to locate the material (e.g., the URL for the material).
- A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.
- A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- Your electronic or physical signature.

MMRN may disclose notices with affected users and third-party databases that collect information about copyright takedown notices. You may file your notice by email:

Marine Mammal Research Network, LLC
2875 SE Bibb Ct.
Port Saint Lucie, FL 34984
contact@marinemammalresearch.org

If you are a MMRN user who wishes to challenge the removal of materials caused by a DMCA takedown notice, you must file a counter-notification containing the following:

- Your name, address, and telephone number.
- A description of the material that was removed and the location on MMRN's service where it previously appeared (e.g., the URL of the material).
- A statement UNDER PENALTY OF PERJURY that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.

- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, any judicial district in which MMRN may be found (the United States District Court for Florida), and that you will accept service of process from the person who filed the original DMCA notice or an agent of that person.
- Your electronic or physical signature.

MMRN will forward any complete counter-notification to the person who filed the original DMCA notice. The copyright owner(s) may elect to file a lawsuit against you for copyright infringement. If we do not receive notice that such a lawsuit has been filed within ten (10) business days after we provide notice of your counter-notification, we may restore the challenged materials. Until that time, your materials will remain removed. You may submit this notice:

Marine Mammal Research Network, LLC
2875 SE Bibb Ct.
Port Saint Lucie, FL 34984
contact@marinemammalresearch.org

MMRN will terminate user accounts that receive three (3) DMCA strikes. A “DMCA strike” accrues each time that material is removed from a user’s account due to a DMCA notice. We may group multiple DMCA notices received within a short period of time as a single DMCA strike. We may remove a DMCA strike in appropriate circumstances, such as where (1) the underlying material is ultimately restored due to a DMCA counter-notification; or (2) the claimant withdraws the underlying notice. We may terminate user accounts that receive fewer than three (3) DMCA strikes in appropriate circumstances, such as where the user has a history of violating or willfully disregarding our Terms of Service.

4.2 Content Restrictions: You may not submit any content that:

- Infringes any third party’s copyrights or other rights (e.g., trademark, privacy rights, etc.);
- Is sexually explicit or promotes a sexual service;
- Is defamatory;
- Is harassing or abusive;
- Proposes an unlawful transaction, or uses deceptive marketing practices; or
- Violates any applicable law.

MMRN may determine in its sole discretion whether a given instance of content violates the foregoing restrictions.

4.3 Code of Conduct: In using our Services, you may not:

- Act in a deceptive manner or impersonate any person or organization;
- Harass or stalk any person;

- Harm or exploit minors;
- Distribute “spam” in any form or use misleading metadata;
- Collect personal information about others without their authorization;
- Access another’s account except as permitted herein;
- Use or export any of our Services in violation of any U.S. law;
- Act in a manner that would subject MMRN to industry-specific privacy regulations such as the Health Insurance Portability and Accountability Act (HIPAA) or the Gramm-Leach-Bliley Act (GLBA);
- Engage in any unlawful activity;
- Provide external links to sites that contain content prohibited by Section 5.2; or
- Cause or encourage others to do any of the above.

4.4 Prohibited Technical Measures: You will not:

- Except as authorized by law or as permitted by us in writing: scrape, reproduce, redistribute, frame, mirror, create derivative works from, decompile, reverse engineer, alter, archive, or disassemble any part of our Services; or attempt to circumvent any of our security, rate-limiting, filtering, or digital rights management measures;
- Remove or modify any logo, watermark, or notice of proprietary rights embedded on or in the Services or any output thereof without our permission;
- Submit any malicious program, script, or code;
- Submit an unreasonable number of requests to our servers; or
- Take any other actions to manipulate, interfere with, or damage our Services.

5. Licenses Granted by You: As between you and MMRN, you own and will retain ownership of all intellectual property rights in and to the content you submit. In order to allow MMRN to host and stream your content, you grant MMRN the permissions set forth below.

5.1 Account Profile: You grant MMRN permission to use your name, likeness, biography, trademarks, logos, or other identifiers used by you in your account profile for the purpose of displaying such properties to the public or the audiences or other recipients you have specified. You may revoke the foregoing permission by deleting your account. MMRN shall have the right to identify public profiles in its marketing materials.

5.2 Your Content: Subject to the terms hereof, by submitting text, audio, video and image content to us, you grant MMRN permission to display that content to other registered users and visitors of the MMRN website. You also grant us permission to make audio, video and image content available for download. For the purposes of this Section 6.1, video, audio and image content includes its title, description, tags, and other metadata. The license period begins when you submit the video to MMRN and ends when you or MMRN delete it; provided that MMRN may retain archival copies: (a) for a limited period of time in case you wish to restore it; (b) when the content is the subject of a takedown notice or other legal claim; or (c) when MMRN in good faith

believes that it is legally obligated to do so.

5.3 Feedback: You may provide comments, suggestions, or other feedback concerning our Services. When you provide such feedback, you grant MMRN a perpetual and irrevocable right and license to use, copy, transmit, distribute, publicly perform, and display such feedback in any manner without any compensation to you.

5.4 Scope of Licenses: All licenses granted by you in this Section 6: (a) are non-exclusive, worldwide, and royalty-free; (b) include the right and license to copy, use, distribute, publicly perform, and display the licensed work for the purposes stated above; and (c) include all necessary rights and licenses to allow us to exercise our rights and perform our obligations. By granting these licenses, you waive any so-called “moral rights” that you may have. Nothing in this Agreement shall be deemed a license “condition” applicable to MMRN; rather, any breach of a term by MMRN hereof shall give rise to, at most, a claim for breach of contract only.

6. Your Obligations

6.1 Representations and Warranties: For each piece of content that you submit to or through MMRN, you represent and warrant to MMRN that:

- You have the right to submit the content to MMRN and grant the licenses herein;
- MMRN will not need to obtain licenses from any third party or pay royalties to any third party with respect to the streaming or other permitted distribution of the content;
- You have obtained appropriate releases (if necessary) from all persons who appear in the content;
- The content does not, and will not, infringe any third party's rights, including intellectual property rights, rights of publicity, moral rights, and privacy rights; and
- The content complies with this Agreement and all applicable laws.

6.2 Indemnification

You will indemnify, defend, and hold harmless MMRN and its subsidiaries, parents, and affiliates, and their and our respective directors, officers, employees, and agents, from and against all third-party complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, arising from or relating to: (a) the content you submit to or through the Services; and (b) allegations of actions or omissions by you that (regardless if proven) would constitute a breach of this Agreement.

7. Term and Termination

This Agreement begins when you first use our Services and continues so long as you use our Service or have an account with us, whichever is longer. MMRN may terminate this Agreement at any time by providing thirty (30) days' written notice, and applicable users may terminate at any time by providing written notice to MMRN.

If you breach this Agreement, MMRN may, at its option: (a) terminate this Agreement immediately, with or without advance written notice; and (b) suspend or delete any content within it. If MMRN deletes your account for breach, you may not re-register.

In the event of any termination or expiration, the following sections will survive: Section 5.3

(Feedback), Section 6.2 (Indemnification), Section 8 (Disclaimers), Section 9 (Limitation of Liability), Section 10 (Disputes, Arbitration, and Choice of Law), and Section 12 (General Provisions).

8. Disclaimers

MMRN PROVIDES THE SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU USE THE SERVICES AT YOUR OWN RISK. YOU MUST PROVIDE YOUR OWN DEVICE AND INTERNET ACCESS.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, MMRN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AMONG OTHER THINGS, MMRN MAKES NO REPRESENTATIONS OR WARRANTIES:

- That our Services, or any part thereof, will be available or permitted in your jurisdiction, uninterrupted or error-free, completely secure, or accessible from all devices or browsers;
- That we will host, make available, or remove any specific piece of content;
- Concerning any content submitted by or actions of our users;
- That we comply with the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA), or any other industry-specific privacy obligations;
- That our Services will meet your business or professional needs;
- That we will continue to support any particular feature or maintain backwards compatibility with any third-party software or device; or
- Concerning any third-party websites and resources.

9. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) MMRN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS, PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF MMRN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) MMRN'S TOTAL LIABILITY TO YOU, EXCEPT FOR MMRN'S CONTRACTUAL PAYMENT OBLIGATIONS HEREUNDER (IF ANY), SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO MMRN OVER THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM(S) OR ONE HUNDRED DOLLARS (USD \$100), WHICHEVER IS GREATER.

10. Disputes, Arbitration, and Choice of Law

If you are dissatisfied with our Services for any reason, please contact us first so that we can try to resolve your concerns without the need for outside assistance.

10.1 Choice of Law: Any disputes relating to this Agreement or your use of our Services will be governed by the laws of Florida and the United States of America (with respect to matters subject to federal jurisdiction such as copyright), without regard to principles of conflicts of law. The arbitration agreement set forth in Section 11.3 will be governed by the Federal Arbitration Act.

10.2 Choice of Venue for Litigation; Jury Trial Waiver: Except for matters that must be arbitrated (as set forth below), you and MMRN agree that any action relating to this Agreement or your use of our Services must be commenced in the state and federal courts situated in Florida, United States of America. You consent to the exclusive jurisdiction of those courts. IN ANY SUCH ACTION, MMRN AND YOU IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

10.3 Arbitration of Privacy Claims; Class Action Waiver: The exclusive means of resolving any Covered Privacy Claim (defined below) shall be BINDING ARBITRATION. The arbitration will be administered by JAMS under the JAMS Streamlined Arbitration Rules & Procedures. If you are a consumer, as defined by JAMS in its Consumer Minimum Standards, you may request that the arbitration hearing be conducted in the area in which you reside. Otherwise, the hearing (if any) shall take place in St. Lucie County, Florida, United States of America. EACH PARTY WAIVES ITS RIGHT TO GO TO COURT, TO A TRIAL BY JURY, AND TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE PROCEEDING WITH RESPECT TO ANY COVERED PRIVACY CLAIM. For purposes of this Section 11.3, a "Covered Privacy Claim" means any dispute or claim arising out of or relating to (a) MMRN's collection, use, storage, analysis, or transfer of your Personal Information; (b) an alleged breach of our Privacy Policy; (c) an alleged data breach or unauthorized disclosure of data or content; or (d) an allegation that MMRN failed to comply with any privacy or data security right or obligation. "Personal Information" means any information about you, including your registration information (e.g., email address), payment information, location information, device information, biometric identifiers or information, IP address, and your activities (including viewing and search history), but does not include content that you submit for MMRN to upload (except to the extent the content contains personal information about you).

Arbitration provides a private dispute resolution process that is usually more streamlined and less formal than litigation. In an arbitration, your rights will be determined by a neutral third party called an arbitrator, and not a judge or jury. Both you and MMRN are entitled to fundamentally fair proceedings at every stage of the arbitration, including the hearing. The arbitrator will decide all issues relating to the dispute, including the question of arbitrability, and can grant any relief that a court could grant. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our Arbitration Procedures.

Notwithstanding the above, each party has the right to bring an individual Covered Privacy Claim against the other in a small claims court of competent jurisdiction pursuant to Rule 1 of JAMS' Minimum Consumer Standards. If one party files an arbitration that could be litigated in such a small claims court, the responding party may request that the dispute proceed in small claims court. If the responding party requests to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed. If requested after the appointment of the arbitrator, the arbitrator shall administratively close the arbitration so long as the proceedings are at an early stage and no hearing has occurred.

11. General Provisions

Reservation of Rights, Severability: MMRN reserves all rights not expressly granted herein. MMRN's rights and remedies are cumulative. No failure or delay by MMRN in exercising any right will waive any further exercise of that right. If any term of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that term will be limited or severed.

Force Majeure: MMRN will not be liable for any delay or failure caused by (a) acts of God/natural disasters (including hurricanes and earthquakes); (b) disease, epidemic, or pandemic; (c) terrorist attack, civil war, civil commotion or riots, armed conflict, sanctions or embargoes; (d) nuclear, chemical, or biological contamination; (e) collapse of buildings, fire, explosion, or accident; (f)

labor or trade strikes; (g) interruption, loss, or malfunction of a utility, transportation, or telecommunications service; (h) any order by a government or public authority, including a quarantine, travel restriction, or other prohibition; or (i) any other circumstance not within MMRN's reasonable control, whether or not foreseeable (each a "force majeure event"). In the event of a force majeure event, MMRN shall be relieved from full performance of the contractual obligation until the event passes or no longer prevents performance.

Relationship: You and MMRN are independent contractors of one another; neither party is an agent, partner, or joint venturer of the other. This Agreement binds the parties and their successors, personal representatives, and permitted assigns. You may not assign this Agreement to any person whose account has been terminated by MMRN or who is prohibited from registering; any such assignment will be void. Except as expressly stated herein, nothing in this Agreement confers any right on any third party.

Entire Agreement: This Agreement, together with the Privacy Policy, constitutes the entire understanding of the parties and supersedes all prior understandings regarding the subject matter hereof and may not be modified except in accordance with Section 1 or in a document executed by authorized representatives of MMRN.

Notices: You must send any notices of a legal nature to us by email or at:

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