

# Terms of Service

Last updated: Nov 11, 2024

Please read this Terms of Service ("Terms," "Terms of Service") carefully before using the parkmarinebase.com website (the "Website") operated by Park Marine Base Inc a Corporation formed in New York, United States ("us," "we," "our") as this Terms of Service contains important information regarding limitations of our liability. Your access to and use of this Website is conditional upon your acceptance of and compliance with these Terms. These Terms apply to everyone, including but not limited to visitors, users and others, who wish to access and use the Website.

**Terms.** By accessing this website, you are agreeing to be bound by these website Terms and Conditions of Use, applicable laws and regulations and their compliance. If you disagree with any of the stated terms and conditions, you are prohibited from using or accessing this site. The materials contained in this site are secured by relevant copyright and trademark law.

**Use License.** Permission is allowed to temporarily download one duplicate of the materials (data or programming) on the Website for individual and non-business use only. This is the just a permit of license and not an exchange of title, and under this permit you may not:

- modify or copy the materials;
- use the materials for any commercial use, or for any public presentation (business or non-business);
- attempt to decompile or rebuild any product or material contained on the Website;
- remove any copyright or other restrictive documentations from the materials; or
- transfer the materials to someone else or even "mirror" the materials on other server;
- use the Website in any way that violates any applicable federal, state or local laws, rules or regulations.

This permit might consequently be terminated if you disregard any of these confinements and may be ended by Park Marine Base Inc whenever deemed. After permit termination or when your viewing permit is terminated, you must destroy any downloaded materials in your ownership whether in electronic or printed form.

**No Warranty on Website.** This Website is provided "as is,". No warranty, express or implied (including any implied warranty of merchantability, of satisfactory quality or fitness for a particular purpose or use) shall apply to this Website, whether arising by law, course of dealing, course of performance, usage of trade or otherwise.

**Damages and Limitation of Liability.** In no event shall Park Marine Base Inc be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, relating to or in any way connected with your access to, display of or use of this Website or with the delay or inability to access, display or use this Website, including but not limited to your reliance upon opinions or information appearing on this Website; any computer viruses, information, software, linked websites operated by third parties, products or services obtained through this Website, whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes or otherwise, even if Park Marine Base Inc has been advised of the possibility of such damages.

**Availability, errors and inaccuracies.** We assume no liability for the availability, errors or inaccuracies of the information, products or services provided on this Website. We may experience delays in updating information on this Website and in our advertising on other websites. The information, products and services found on the Website may contain errors or inaccuracies or may not be complete or current. Products or services may be incorrectly priced or unavailable. We expressly reserve the right to correct any pricing errors on our Website. The inclusion or offering of any product or service on this Website does not constitute an endorsement or recommendation of such product or service by us.

**Links.** This Website may contain hyperlinks to websites operated by third parties and not by us. We provide such hyperlinks for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is your responsibility to take precautions to ensure that whatever links you click on or software that you download, whether from this Website or other websites or applications, is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

**Site Terms of Service Changes.** We reserve the right to make changes to these Terms of Service at any time. We will notify you immediately of making any changes to these Terms of Service by posting the updated terms of service to this website

**Governing Law.** These Terms shall be governed and construed in accordance with the laws of the state of New York, United States, without regard to its conflict of laws provisions. These terms shall not be governed by the United Nations convention on contracts for the sale of international goods, the Uniform Commercial Code, nor Incoterms.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between you and us regarding our Website and supersede and replace any prior agreements we might have had with you regarding the Website.

Any controversy or claim arising out of or relating to these Terms including but not limited to the interpretation or breach thereof shall be resolved in a court of competent jurisdiction in Fulton County, New York.

You and Park Marine Base Inc agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action.

## **Texting Terms of Use**

The SMS message service is used to contact current and potential customers who have provided Park Marine Base Inc with their cell (mobile) phone number. Users can expect messages relating to marina related services such as service/repair requested or needed, parts ordered, docking or boat storage and review requests.

Opt-Out: You can cancel the SMS service at any time. Just reply "STOP". After you send the SMS message "STOP" to us, you will no longer receive SMS messages from us. If you want to join again, just send an SMS message "START" to us. We will start sending SMS messages to you again.

If you are experiencing issues with the messaging program you can get help directly at [info@parkmarinebase.com](mailto:info@parkmarinebase.com)

Carriers are not liable for delayed or undelivered messages

Message and data rates may apply for any messages sent to you from us and to us from you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

If you have any questions regarding privacy, please read our privacy policy.

## **Privacy Policy**

Last updated: Nov 11, 2024

This “Privacy Policy” describes the privacy practices of Park Marine Base Inc (“Company”, “we”, “us”, or “our”) in connection with the <https://parkmarinebase.com> website, and any other website that we own or control and which posts or links (collectively, the “Service”) to this Privacy Policy in connection with our marketing activities, and as otherwise described in this Privacy Policy. In addition, this Privacy Policy describes your rights and choices with respect to the Personal Information we collect.

We collect personal information as described below. Note, however, that our business customers may transmit personal information to us as part of the services we provide through our voice and messaging platforms, as well as other Services. This Privacy Policy does not apply to such personal information that we process on behalf of our business customers. Our use of this personal information is restricted by our agreements with those business customers. If you have concerns regarding personal information that we process on behalf of a business, please review their privacy policy and direct your concerns to that business.

## Table of Contents

- Personal Information We Collect
- How We Use Your Personal Information
- How We Share Your Personal Information
- Your Choices
- Other Sites and Services
- Security Practices
- Children
- Changes to this Privacy Policy
- How to Contact Us

## Personal Information We Collect

**Information you provide to us.** Personal information you provide to us through the Service or otherwise includes:

- Business and personal contact information, such as your first and last name, email and mailing addresses, phone number, professional title and company name.
- Profile information, such as your username and password that you may set to establish an online account with us.
- Registration information, such as information that may be related to a service or an event you register for.
- Feedback or correspondence, such as information you provide when you contact us with questions, feedback, or otherwise correspond with us online.
- Precise geolocation information, such as when you authorize us to access your location.
- Transaction information, such as information about payments to and from you and other details of products or services you have purchased from us.
- Usage information, such as any content you upload to the Service or otherwise submit to us, including information you provide when you use any interactive features of the Service.
- Marketing information, such as your preferences for receiving communications about our activities, events, and publications, and details about how you engage with our communications.
- Other information that we may collect which is not specifically listed here, but which we will use in accordance with this Privacy Policy or as otherwise disclosed at the time of collection.

**Information we obtain from social media platforms.** We may maintain pages for our Company on social media platforms, such as, LinkedIn, Twitter, Google, YouTube, Instagram, and other third-party platforms. When you visit or interact with our pages on those platforms, the platform provider’s privacy policy will apply to your interactions and their collection, use and processing of your personal information. You or the platforms

may provide us with information through the platform, and we will treat such information in accordance with this Privacy Policy.

**Information we obtain from other third parties.** We may receive personal information about you from third-party sources, such as marketing partners, publicly available sources and data providers. Our use of any information obtained from our business customers is restricted by our agreements with those business partners. A list of our sub-processors and the nature of processing can be requested by contacting [info@parkmarinebase.com](mailto:info@parkmarinebase.com).

**Marketing and advertising.** We do not sell your personal information or the personal information of your users. We and our service providers and our third-party advertising partners, may collect and use your personal information for marketing and advertising purposes:

- **Direct marketing.** We may send you Park Marine Base Inc-related direct marketing communications as permitted by law, including by email and mail. You may opt-out of our marketing communications as described in the Opt-out of marketing communications section below.
- **Interest-based advertising.** We may engage third-party advertising companies and social media companies to display ads on our Service and other online services. These companies may use cookies and similar technologies to collect information about your interaction (including the data described in the “Cookies and Other Information Collected by Automated Means” section below) over time across the Service, our communications and other online services, and use that information to serve online ads that they think will interest you. This is called interest-based advertising. We may also share information about our users with these companies to facilitate interest-based advertising to those or similar users on other online platforms. You can learn more about your choices for limiting interest-based advertising in the Advertising choices section below.

### **Cookies and Other Information Collected by Automated Means**

We, our service providers, and our business partners may automatically log information about you, your computer, and activity occurring on or through the Service. The information that may be collected automatically includes your computer type and version number, manufacturer and model, device identifier (such as the Google Advertising ID or Apple ID for Advertising), browser type, screen resolution, IP address, the website you visited before browsing to our website, general location information such as city, state or geographic area; and information about your use of and actions on the Service, such as pages or screens you viewed, how long you spent on a page or screen, navigation paths between pages or screens, information about your activity on a page or screen, access times, and length of access. Our service providers and business partners may collect this type of information over time and across third-party websites.

On our webpages, we use the following services to collect site visitor information, in the aggregate, and make adjustments to our Website performance in order to improve website interactions, provide meaningful content, and provide superior legal services. We also use analytics services to remarket and retarget website visitors.

Google Analytics: <https://www.google.com/analytics/terms/us.html>

Google Tag Manager: <https://www.google.com/analytics/terms/tag-manager/>

You may Opt-Out of Google Analytics tracking by way of the following tool provided by Google:  
<https://support.google.com/analytics/answer/181881?hl=en>

### **Referrals**

Users of the Service may have the opportunity to refer friends or other contacts to us. If you are an existing user, you may only submit a referral if you have permission to provide the referral’s contact information to us so that we may contact them.

## How We Use Your Personal Information

We use your personal information for the following purposes and as otherwise described in this Privacy Policy or at the time of collection:

**To operate the Service.** We use your personal information to:

- provide, operate and improve the Service;
- provide information about our products and services;
- establish and maintain your user profile on the Service;
- communicate with you about the Service, including by sending you announcements, updates, security alerts, and support and administrative messages;
- communicate with you about events or contests in which you participate;
- understand your needs and interests, and personalize your experience with the Service and our communications;
- send periodic emails;
- request reviews or feedback from you;
- provide support and maintenance for the Service; and
- respond to your requests, questions and feedback.

**For research and development.** We analyze use of the Service to analyze and improve the Service and to develop new products and services, including by studying user demographics and use of the Service.

**To comply with law.** We use your personal information as we believe necessary or appropriate to comply with applicable laws, lawful requests, and legal process, such as to respond to subpoenas or requests from government authorities.

**For compliance, fraud prevention, and safety.** We may use your personal information and disclose it to law enforcement, government authorities, and private parties as we believe necessary or appropriate to: (a) protect our, your or others' rights, privacy, safety or property (including by making and defending legal claims); (b) enforce the terms and conditions that govern the Service; and (c) protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity.

**With your consent.** In some cases we may specifically ask for your consent to collect, use or share your personal information, such as when required by law.

**To create anonymous, aggregated or de-identified data.** We may create anonymous, aggregated or de-identified data from your personal information and other individuals whose personal information we collect. We make personal information into anonymous, aggregated or de-identified data by removing information that makes the data personally identifiable to you. We may use this anonymous, aggregated or de-identified data and share it with third parties for our lawful business purposes, including to analyze and improve the Service and promote our business.

## How We Share Your Personal Information

We do not share, sell, trade or otherwise transfer to outside parties your personal information with third parties without your consent, except in the following circumstances or as described in this Privacy Policy:

**Related Companies.** We may share your personal information with our affiliates and other related companies. Related companies will only use the information as described in this Privacy Policy.

**Service providers.** We may share your personal information with third-party companies and individuals that provide services on our behalf or help us operate the Service (such as customer support, hosting, analytics, call or message routing, email delivery, marketing, and database management services). These third parties

may use your personal information only as directed or authorized by us and in a manner consistent with this Privacy Policy and are prohibited from using or disclosing your information for any other purpose.

We will not share your opt-in to an SMS campaign with any third party for purposes unrelated to providing you with the services of that campaign. We may share your Personal Data, including your SMS opt-in or consent status, with third parties that help us provide our messaging services, including but not limited to platform providers, phone companies, and any other vendors who assist us in the delivery of text messages.

**Partners.** We may sometimes share your personal information with partners or enable partners to collect information directly via our Service.

**Professional advisors.** We may disclose your personal information to professional advisors, such as lawyers, bankers, auditors and insurers, where necessary in the course of the professional services that they render to us.

**For compliance, fraud prevention and safety.** We may share your personal information for the compliance, fraud prevention and safety purposes described above.

**Business transfers.** We may sell, transfer or otherwise share some or all of our business or assets, including your personal information, in connection with a business transaction (or potential business transaction) such as a corporate divestiture, merger, consolidation, acquisition, reorganization or sale of assets, or in the event of bankruptcy or dissolution.

## Your Choices

In this section, we describe the rights and choices available to all users.

**Access or Update Your Information.** If you have registered for an account with us, you may review and update certain personal information in your account profile by logging into the account.

**Text message communications.** We use text messaging to communicate with you about your service. Normal messaging rates apply and the frequency of messages may vary. Mobile Carriers are not liable for delayed or undelivered messages.

No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All other categories exclude SMS text messaging originator opt-in data and consent; this information will not be shared with any third parties.

**Opt-out of text message communications.** You may opt-out of text messaging at any time by replying to any message with "STOP" or by contacting us at [info@parkmarinebase.com](mailto:info@parkmarinebase.com). This will end the communications from that particular phone number. You may continue to receive service-related and other non-marketing text messages from other phone numbers managed by Park Marine Base Inc and you may opt out of those in a similar fashion.

**Opt-out of marketing communications.** You may opt-out of marketing-related emails by following the opt-out or unsubscribe instructions at the bottom of the email, or by contacting us at [info@parkmarinebase.com](mailto:info@parkmarinebase.com). You may continue to receive service-related and other non-marketing emails.

**Cookies.** Most browser settings let you delete and reject cookies placed by websites. Many browsers accept cookies by default until you change your settings. If you do not accept cookies, you may not be able to use all functionality of the Service and it may not work properly. For more information about cookies, including how to see what cookies have been set on your browser and how to manage and delete them, visit <https://www.allaboutcookies.org>. We use Google Analytics to help us understand user activity on the Service. You can learn about how Google protects your data at <https://policies.google.com/privacy>. You can prevent the

use of Google Analytics relating to your use of the Service by downloading and installing a browser plugin available at <https://tools.google.com/dlpage/gaoptout>.

**Advertising choices.** You can limit use of your information for interest-based advertising by:

- Browser settings. Blocking third-party cookies in your browser settings.
- Privacy browsers/plug-ins. By using privacy browsers or ad-blocking browser plug-ins that let you block tracking technologies.
- Platform settings. Google offers opt-out features that let you opt-out of use of your information for interest-based advertising:
  - Google: <https://myadcenter.google.com>
- Ad industry tools. Opting out of interest-based ads from companies participating in the following industry opt-out programs:
  - Network Advertising Initiative: <https://optout.networkadvertising.org>
  - Digital Advertising Alliance: <https://optout.aboutads.info>
  - AppChoices mobile app, available at <https://www.youradchoices.com/appchoices>, which will allow you to opt-out of interest-based ads in mobile apps served by participating members of the Digital Advertising Alliance.

You will need to apply these opt-out settings on each device from which you wish to opt-out.

**Choosing not to share your personal information.** Where we are required by law to collect your personal information, or where we need your personal information in order to provide the Service to you, if you do not provide this information when requested (or you later ask to delete it), we may not be able to provide you with our services. We will tell you what information you must provide to receive the Service by designating it as required at the time of collection or through other appropriate means.

**How can you delete the data we collect from you?** Based on the laws of some countries, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to delete your personal information, please submit a request to [info@parkmarinebase.com](mailto:info@parkmarinebase.com). We will respond to your request within 30 days.

## Other Sites and Services

The Service may contain links to other websites, and other online services operated by third parties. These links are not an endorsement of, or representation that we are affiliated with, any third party. In addition, our content may be included on web pages or online services that are not associated with us. We do not control third-party websites, or online services, and we are not responsible for their actions. Other websites and services follow different rules regarding the collection, use and sharing of your personal information. We encourage you to read the privacy policies of the other websites and online services you use.

## Security Practices

The security of your personal information is important to us. We employ several organizational, technical and physical safeguards designed to protect the personal information we collect. However, security risk is inherent in all internet and information technologies, and we cannot guarantee the security of your personal information. Email is an insecure way to transmit personal information. Please take special care regarding what information you send to us via email or text message.

## Children

The Service is not directed to, and we do not knowingly collect personal information from, anyone under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with information without

their consent, he or she should contact us. We will delete such information from our files as soon as reasonably practicable. We encourage parents with concerns to contact us.

## **Changes to this Privacy Policy**

We reserve the right to modify this Privacy Policy at any time. If we make material changes to this Privacy Policy, we will notify you by updating the date of this Privacy Policy and posting it on the Service. We may, and if required by law, will also provide notification of changes in another way that we believe is reasonably likely to reach you, such as via e-mail (if you have an account where we have your contact information) or another manner through the Service.

Any modifications to this Privacy Policy will be effective upon our posting the new terms and/or upon implementation of the new changes on the Service (or as otherwise indicated at the time of posting). In all cases, your continued use of the Service after the posting of any modified Privacy Policy indicates your acceptance of the terms of the modified Privacy Policy.

## **How to Contact Us**

If you would like to exercise your rights under this Policy, please submit your request to:  
[info@parkmarinebase.com](mailto:info@parkmarinebase.com)

Please direct any questions or comments about this Policy or privacy practices to [info@parkmarinebase.com](mailto:info@parkmarinebase.com). You may also write to us via postal mail at:

Park Marine Base, Inc.  
PO Box 1320  
Northville, NY 12134