

# Terms of Service

Welcome to SHIPBUSTERS! We're excited to have you here and promise to jump through hoops of fire to help you become a shipping expert. SHIPBUSTERS provides shippers with educational products and services, learning tools, and self-publishing tools. These Terms of Services ("Terms") control the use of SHIPBUSTERS, LLC ("SHIPBUSTERS," "our," "us," or "we") Website, Mobile App, and Services.

By accessing the Website, Mobile App, and/or the Services, you are bound by all terms and conditions in these Terms and our [Privacy Policy](#). If you do not wish to be bound, you may not access the Website, Mobile App, and/or the Services. If you are accepting these Terms on behalf of a company, organization, government, or other legal entity, you represent and warrant that (a) you are authorized to do so, (b) the entity agrees to be legally bound by the Terms, and (c) neither you nor the entity are barred from using the Services or accepting the Terms under the laws of the applicable jurisdiction.

## 1. Introduction.

1. **Scope.** These Terms govern your use of the Website and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products, which are governed by their own terms of service.
  2. **Incorporated Terms.** The following policies, guidelines, and agreements ("Incorporated Terms") are hereby incorporated into, and form an integral part of, the Terms to which you are agreeing to be bound:
    1. [Privacy Policy](#)
    2. [Acceptable Use Policy](#)
    3. [Mobile App Terms](#)
  3. **Certain Definitions.**
    1. "Services" means all SHIPBUSTERS products, services, and materials located on or accessible through the Website and the Mobile App.
    2. "Third-Party Products" means any third-party information, website, product, service, or materials referenced in, accessible through, or provided in connection with, the Website or Services.
    3. "Website" means the SHIPBUSTERS website located at <http://www.shipbusters.com> (including all associated internet country codes) and all other SHIPBUSTERS affiliate websites.
2. **Eligibility.** The Services and Website are available only to persons who are the age of majority and can form legally binding contracts under applicable law. Without limiting the foregoing, the Services and Website are not intended to be used by individuals under the age of 13. Persons between the ages of 13 and 18 must have a parent or guardian present while using the Services and Website. If you do not qualify, please do not use the Services or access the Website. You must provide true, accurate and complete registration information to become a member of the Services ("Member"). Creating a Member account under automated means or under false or fraudulent pretenses constitutes unauthorized use of the Services and such accounts will be terminated by SHIPBUSTERS. If the business operates

exclusively online and has a direct relationship with a consumer from whom it collects personal information, then it is only required to provide an email. If, however, it doesn't, then it has to provide two or more methods, including that one must be a toll free telephone number. As such, if you do not want to use the forms, you do not have to and can use the email option and toll-free telephone number if necessary.

3. **Registration.** By using the Services, you represent and warrant that all registration information you submit is truthful and accurate and you agree to the accuracy of such information. The profile that you compose upon registering for the Services (the "Member Profile") must describe you, an individual person. Examples of inappropriate profiles include, but are not limited to, profiles that purport to represent an animal, place, inanimate object, fictional character, or real individual who is not you.
4. **Security.**
  1. Generally. You are responsible for maintaining the security of your Member account credentials and for all Services ordered, accessed, or otherwise used in connection with your Member account all actions taken in association therewith. You will not share your Member account credentials with any third party.
  2. Payment Cards. SHIPBUSTERS is responsible for the security of credit cardholder data to the extent that SHIPBUSTERS has control of that data. To that end, SHIPBUSTERS undertakes regular assessments consistent with the applicable Payment Card Industry Data Security Standards ("PCI"). You represent and warrant that you will determine the PCI merchant requirements applicable to you and your use of the Services.
5. **Use Restrictions.** This is an agreement for Services, and you are not granted a license to any software by these Terms. Except as permitted and non-excludable under applicable law, you will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services ("Software"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
6. **Subscription.**
  1. Term. If you purchase a monthly or annual subscription for Services, you understand and authorize SHIPBUSTERS to automatically renew your subscription until canceled. The Services will be provided to you for the duration of your subscription, unless earlier canceled by you or terminated by SHIPBUSTERS. You may cancel your subscription at any time. SHIPBUSTERS may terminate these Terms or your subscription(s) at any time, with or without cause, upon written notice. SHIPBUSTERS will have no liability to you or any third party because of such termination. You can easily and quickly cancel your subscription by following the instructions found here: [Cancel My Account](#).

2. Guarantee. Your satisfaction with our products and services is our primary concern. All of our Services are covered by our 100% Satisfaction Guarantee and our 30-Day Price Pledge. Details can be found here: [Satisfaction Guarantee](#).

## 7. Intellectual Property.

1. Restrictions. All rights not expressly granted by SHIPBUSTERS to you in these Terms are hereby reserved by SHIPBUSTERS. There are no implied rights save to the extent rights cannot be excluded by applicable law. You may not use, imitate, or copy, in whole or in part, any SHIPBUSTERS trademark, service mark, trade dress, logo, or other branding (collectively, "Marks") without, in each instance, SHIPBUSTERS's prior written consent, in SHIPBUSTERS's discretion. All permitted use of SHIPBUSTERS's Marks will inure to the benefit of SHIPBUSTERS.
2. Ownership. As between the parties, the Website and Services, including, without limitation, any and all Software, documentation, images, video, content, logos, page headers, custom graphics, design and user interface elements, scripts, and other materials contained therein or provided in connection therewith, and all modifications, enhancements, and updates thereto, as well as all intellectual property Rights associated with any of these materials (collectively, "SHIPBUSTERS IP") are owned by SHIPBUSTERS and/or its third party sponsors, partners, and suppliers. You have no right or license in or to the SHIPBUSTERS IP other than the right to use the Services, in compliance with the Terms.
3. Notice of Intellectual Property Infringement. SHIPBUSTERS respects copyright laws and intellectual property rights, and we expect and encourage our users to do the same. In accordance with the Digital Millennium Copyright Act of 1998 ("DMCA"), which you may find in full on the [U.S. Copyright Office website](#), SHIPBUSTERS will do our best to respond with due diligence to claims of copyright infringement when such claims are reported to us using the sample notice form below.
  1. If you believe that your work has been copied in a way that constitutes copyright infringement and is displayed in our Services, please provide substantially the following information to our Copyright Agent:  
**DMCA NOTICE OF ALLEGED INFRINGEMENT ("NOTICE")**
    - Identify the copyrighted work that you claim has been infringed or a list of copyrighted works that you claim have been infringed.
    - Identify the material or link you claim is infringing and to which access you think should be disabled, including the URL of the link shown on the Site or the exact location where such material may be found.
    - Provide your personal or company name, mailing address, telephone number, and email address.
    - In the body of such notice, you must include a statement that you have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, agent, or the law.
    - A statement that the information in such notice is accurate and, under penalty of perjury, that you as the complaining party are the owner or authorized to act on behalf of the owner.

SHIPBUSTERS's copyright agent can be reached as follows:  
SHIPBUSTERS, LLC  
Attn: Copyright Agent  
1447 S 550 E, Kaysville UT 84037

8. **Indemnification.** You will defend, indemnify, and hold SHIPBUSTERS and its affiliates, and the respective directors, officers, employees and agents of each, harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to your breach of any of these Terms, or use by you or any third party (authorized, permitted or enabled by you) of the Services, except to the extent the foregoing directly result from SHIPBUSTERS's own gross negligence or willful misconduct. SHIPBUSTERS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. This Indemnification Section will survive any termination or expiration of these Terms.
9. **Modifications.** SHIPBUSTERS reserves the right, in its discretion, to change, modify, add to, or remove portions of the Terms (collectively, "Changes"), at any time. SHIPBUSTERS will notify you of Changes by posting a revised version of the Terms incorporating the Changes to its Website. Your continued use of the Website or Services following notice of the Changes will mean that you accept and agree to the Changes. Such Changes will apply prospectively beginning on the date the Changes are posted to the Website.
10. **Member Disputes.** You are solely responsible for your interactions with other Members of the Services. SHIPBUSTERS reserves the right, but has no obligation, to monitor disputes between you and other Members.
11. **Arbitration.**
  1. Arbitration Procedures. If this Arbitration Agreement applies and the Dispute is not resolved as provided above ("Pre-Arbitration Claim Resolution") either you or SHIPBUSTERS may initiate arbitration proceedings. The American Arbitration Association ("AAA"), [www.adr.org](http://www.adr.org), or JAMS, [www.jamsadr.com](http://www.jamsadr.com), will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration will be commenced as an individual arbitration, and will in no event be commenced as a representative or class arbitration. All issues will be for the arbitrator to decide, including the scope of this Arbitration Agreement.
    1. For arbitration before the AAA, the AAA's Commercial Arbitration Rules and the AAA's Optional Rules For Emergency Measures Of Protection will apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1- 800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352- 5267. This Arbitration Agreement governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action, representative action, or collective action procedures or rules apply to the arbitration.
    2. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims

on a class-wide or class action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq.

2. Dispute. The term "Dispute" means any dispute, claim, or controversy between you and SHIPBUSTERS regarding any aspect of your relationship with SHIPBUSTERS, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Agreement (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced.
3. WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

#### **12. Limitations of Liability.**

1. Excluded Damages and Theories. SHIPBUSTERS AND ITS AFFILIATES ASSUME NO RESPONSIBILITY WITH RESPECT TO YOUR USE OF THE WEBSITE, SOFTWARE, OR SERVICES AND WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXTRAORDINARY, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION THE FOLLOWING, UNLESS PROHIBITED BY APPLICABLE LAW, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF DATA, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT SHIPBUSTERS IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
2. Multiple Claims; Time Limits. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE, SOFTWARE, OR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM OR CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CLAIM AND CAUSE OF ACTION WILL BE PERMANENTLY BARRED.
3. Jurisdictions; Limitations. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF LIABILITY FOR FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, DEATH OR PERSONAL INJURY OR FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, THE LIABILITY OF SHIPBUSTERS AND ITS AFFILIATES FOR SUCH DAMAGES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THIS LIMITATIONS OF LIABILITY SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS.

### 13. Disclaimers.

1. General. YOUR USE OF THE WEBSITE, SOFTWARE, AND SERVICES WILL BE AT YOUR OWN RISK AND ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". SHIPBUSTERS AND ITS AFFILIATES DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
2. Specific. SHIPBUSTERS MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS ABOUT (i) THE ABILITY OF THE WEBSITE, SERVICES, OR SOFTWARE TO PERFORM WITHOUT LIMITATION OR RESTRICTION IN ANY GIVEN ENVIRONMENT, (ii) THE ACCURACY, COMPLETENESS, OR CONTENT OF THE WEBSITE, SERVICES, OR SOFTWARE, (iii) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY LINKED SITES (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE), AND/OR (iv) THIRD-PARTY PRODUCTS, AND SHIPBUSTERS ASSUMES NO LIABILITY OR RESPONSIBILITY THEREWITH.
3. Third-Party Applications and Services. THE REFERENCE TO, OR AVAILABILITY OF, THIRD-PARTY APPLICATIONS OR SERVICES IN CONNECTION WITH THE SERVICES OR WEBSITE DOES NOT CONSTITUTE, AND WILL NOT BE CONSTRUED AS CONSTITUTING, AN ENDORSEMENT, AUTHORIZATION, SPONSORSHIP, OR AFFILIATION BY OR WITH SHIPBUSTERS WITH RESPECT TO SUCH THIRD-PARTY APPLICATIONS OR SERVICES.
4. Jurisdictions; Limitations. THESE DISCLAIMERS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF IMPLIED REPRESENTATIONS, CONDITIONS OR WARRANTIES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, SHIPBUSTERS'S WARRANTIES, CONDITIONS AND REPRESENTATIONS WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

**14. Entire Agreement. These Terms are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms, and any modifications must be in a writing signed by both parties, except as otherwise provided herein.**

### 15. Miscellaneous.

1. Governing Law; Jurisdiction. The laws of the state of [Utah] will govern the validity and construction of these Terms and apply in any dispute or lawsuit arising out of or relating to these Terms. YOU HEREBY CONSENT TO, AND WAIVE ALL DEFENSES OF

LACK OF PERSONAL JURISDICTION AND FORUM NON CONVENIENS WITH RESPECT TO, THE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS LOCATED IN (USA).

2. Severability. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.
3. Severability. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.
4. Notices.
  1. You consent to receive electronically any communications from SHIPBUSTERS. We may communicate with you through the email address specified in your account or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered when sent to the email address you provide to us.
  2. Notices to SHIPBUSTERS must be sent to: SHIPBUSTERS, LLC  
1447 S 550 E, Kaysville UT 84037
5. Section Headings. The section headings and titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will be interpreted without application of any strict construction in favor of or against you or SHIPBUSTERS.
6. Force Majeure. SHIPBUSTERS will have no liability to you or any third party for any failure by SHIPBUSTERS to perform its obligations under these Terms in the event that such non-performance arises as a result of the occurrence of an event beyond the reasonable control of SHIPBUSTERS, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.
7. Third-Party Service Integration. Certain Third-Party Applications and Products may be integrated with the Services. SHIPBUSTERS may, in its discretion and without liability to you, decide to no longer support such integration.

## Incorporated Terms – Acceptable Use Policy

The terms below are incorporated into, and form an integral part of, the SHIPBUSTERS's Terms of Service. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Terms of Service. Any breach of the terms below will be deemed a material breach of the Terms of Service.

### **Prohibited Activities/Content:**

1. Lawful Purposes Only. You may use the Websites and Services only for lawful purposes. You may not use the Websites or Services or allow any third party to use the Websites or Services

for any purpose that is determined by SHIPBUSTERS, in its discretion, to be unlawful, invasive, infringing, obscene, offensive, defamatory or fraudulent, or to engage in, promote or encourage illegal activity.

2. Profanity. Your Materials may not contain any profane or otherwise inappropriate subject matter, as determined by SHIPBUSTERS in its discretion. "Your Materials" means the content, communications, text, images, video, photographs, domain names, and all other materials posted to, displayed on, or linked by you.
3. Private Information and Images. You may not post or disclose any personal or private information about, or images of, minors or any third party without the consent of such third party (or a parent's or guardian's consent in the case of a minor).
4. Violations of Third Party Rights. Your Materials may not violate, or encourage the violation of, the intellectual property rights, rights of privacy, rights of publicity, or other legal rights of any third party. SHIPBUSTERS may remove or block access to your Materials upon receipt of proper notice of copyright infringement.
5. Misrepresentation of Transmission Information. Forging, misrepresenting, omitting, or deleting message headers, return mailing information, and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.
6. Viruses and Other Destructive Activities. You will not use the Websites or Services, or allow any third party to use the Websites or Services, for creating or sending Internet viruses, worms or Trojan horses, corrupted files, hoaxes or other items of a destructive or deceptive nature, or for pinging, flooding or mail bombing, or engaging in denial of service attacks. You will not engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Websites or Services (or any connected network, system, service or equipment) or conduct their business over the Internet.
7. Hacking. Hacking and related activities are prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.
8. Spam. You will not use the Websites or Services, or allow any third party to use the Websites or Services, to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam").
9. Anonymous Proxies. SHIPBUSTERS does not allow the use of anonymous proxy scripts on its servers. You will not access or copy any portion of the Websites or Services through any automated viewing, downloading or crawling systems.
10. Child Pornography. The use of the Websites or Services to store, post, display, transmit, sell, advertise or otherwise make available child pornography is prohibited. SHIPBUSTERS is required by law to, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or transmitted through, the Website or Services.
11. Other Prohibited Activities. Engaging in any activity that, in SHIPBUSTERS's discretion, actually or potentially disrupts, interferes with, competes with, or is harmful to the Websites or Services, SHIPBUSTERS's business, reputation, goodwill, customers and/or customer relations, or the ability of SHIPBUSTERS's customers to effectively use the Websites or



Services, is prohibited. Your failure to cooperate with SHIPBUSTERS in correcting or preventing violations of the Terms constitutes a violation of the Terms by you.

## Mobile App Terms

The terms below are incorporated into, and form an integral part of, the SHIPBUSTERS Terms of Service. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Terms of Service. Any breach of the terms below will be deemed a material breach of the Terms of Service. By using the SHIPBUSTERS Mobile Application ("Application"), you agree to be bound by the Terms and these incorporated Mobile App Terms.

1. **Compatibility; Performance.** Use of the Application requires a compatible device with supported software and internet access. You are responsible for paying all fees associated with the foregoing. Application performance can be affected by a variety of factors, such as your location, your device, and the availability and speed of your Internet connection.
2. **License.** Subject to your compliance with these Terms, SHIPBUSTERS grants you a revocable, non-exclusive, non-sublicensable, non-transferable, worldwide, limited license to install and use the Application solely in connection with your Account and for lawful purposes only. No other license or right is granted. SHIPBUSTERS reserves all rights, including IP Rights, in and to the Application not expressly granted to you under these Terms. There are no implied rights or licenses.
3. **Restrictions.** Except where otherwise expressly permitted by applicable law or the licensing terms governing open-sourced components included within the Application, you will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Application, documentation, or data related to the Application; modify, translate or create derivative works based on the Application; copy (except for archival purposes), distribute, sublicense, pledge, assign or otherwise transfer or encumber rights to the Application; use the Application for time sharing or service bureau purposes or otherwise for the benefit of a third party or where it could be used by multiple devices at the same time; remove any proprietary notices or labels; attempt to, or assist, authorize, or encourage others to, circumvent, disable, or defeat any of the security features or components of the Application. The foregoing restrictions are applicable to the Application as a whole, all parts of the Application, all updates to the Application, and all SHIPBUSTERS proprietary materials displayed within the Application.
4. **Intellectual Property.** As between the parties, the Application, including, without limitation, any and all documentation, images, video, content, trademarks, service marks, trade dress, logos, or other branding, custom graphics, design and user interface elements, scripts, and other materials contained therein or provided in connection therewith, and all modifications, enhancements, and updates thereto, as well as all IP Rights associated with any of the foregoing (collectively, "SHIPBUSTERS IP") are owned by SHIPBUSTERS and/or its affiliates, third party sponsors, partners, and suppliers. You have no right or license in or to the SHIPBUSTERS IP other than the right to use the Application, in compliance with these Terms.

You may not use, imitate, or copy, in whole or in part, any SHIPBUSTERS trademark, service mark, trade dress, logo, or other branding without, in each instance, SHIPBUSTERS's prior written consent, which may be given or withheld in SHIPBUSTERSs sole discretion. All permitted use of the foregoing will inure to the benefit of SHIPBUSTERS.

5. Disclaimers.

1. General. USE OF THE APPLICATION IS AT YOUR OWN RISK, AND IT IS PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SHIPBUSTERS AND ITS SUPPLIERS AND AFFILIATES DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
2. Specific. SHIPBUSTERS MAKES NO WARRANTIES, CONDITIONS OR REPRESENTATIONS ABOUT (a) THE ABILITY OF THE APPLICATION TO PERFORM WITHOUT LIMITATION OR RESTRICTION IN ANY GIVEN ENVIRONMENT, (b) THE ACCURACY, COMPLETENESS, OR CONTENT OF THE APPLICATION, (c) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY LINKED SITES (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE), AND/OR (d) THIRD-PARTY PRODUCTS OR SERVICES, AND SHIPBUSTERS ASSUMES NO LIABILITY OR RESPONSIBILITY THEREWITH.