Conditions of Use.

1. About the Website

   o Welcome to adminitrac.com (the ‘Website’) and the Website Services (the ‘Services’) offered to registered users. (the Customers) by ‘Tracware LLC.’ (the ‘Owner’)

   o Access to and use of the Website, or any of its associated Services, is provided by the Owner. Please read these terms and conditions (the ‘Terms’) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.

   o The Owner reserves the right to review and change any of the Terms by updating this page at its sole discretion. When the Owner updates the Terms, it will use reasonable endeavors to provide registered users with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication; we recommend you keep a copy of the Terms for your records.

   o The Owner has provided the Website to enable the Customers to use the Services provided. No commission or agent’s fees are levied by the Owner to the Customer and charges are only levied in order to secure advertising space. The Customers who use the Website Services shall indemnify and hold harmless the Owner for any losses, claims, demands, liabilities, costs and expenses as a result of using this website.

2. Acceptance of the Terms

   o The Customer may accept the Terms by clicking to accept or agree to the Terms where this option is made available during your initial registration on the Website.

3. Billing and Payment

   o The Customer shall pay the Owner the licence fee described on the fee schedule published on the adminitrac.com website for services selected by the Customer and all charges are exclusive of local sales tax which will be paid by the Customer. Licence fees are not prorated nor refundable.

4. Copyright and Intellectual Property

   o The Owner shall retain all rights, title, content, and all of the related products and interest to the Website, including all intellectual property rights (IPR). The layout, graphics, text and software is the property of the Owner, and protected by UK and international copyright laws.

   o The adminitrac.com trademark may not be used in connection with any other product or service without express permission of the Owner.

   o The Owner grants to the Customer a worldwide, non-exclusive, royalty-free, revocable license whilst using the Website pursuant of the Terms.
5. **Privacy**

- The Owner takes the Customers privacy seriously and any information provided through the Customer of the Website and/or content are subject to the Owner’s Privacy Policy, which is available on the Website.

6. **General Disclaimer**

- Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by US law.

- The use of the Website and the Services is at the Customers risk. The Owner hosts the Website for use ‘as is’ and ‘as available’ and provides no warranty for the use or functionality of the site and cannot be held responsible for the content and accuracy of Services posted, including but not limited to description, implied warranties, fitness for purpose and condition.

- By accepting the Terms herein, the Customer agrees to allow the Owner of the Website access and modify content within the Customer’s account including data, images, reports and all other vessel related information held on behalf of the Customer.

7. **Limitation of liability**

- The Owners total liability arising out of or in connection with the content or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the content to the Customer. The Customer expressly understand and agree that the Owner, affiliates, employees, agents, contributors and licencors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

- The Owner accepts no liability for any damages, loss of data or virus’s obtained by the Customer as a result of sharing login credentials or through the use of the Website on any devices. It is the responsibility of the Customer to protect login information and notify the Owner of any unauthorised activity within the Customer’s account.

- The Customers acknowledge and agree that the Owner holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which you may incur as a result of providing your content to the Website.