

TERMS OF USE

TERMS OF USE

PLEASE READ THIS TERMS OF USE AGREEMENT (“TERMS OF USE”) CAREFULLY BEFORE USING THIS WEB SITE (THIS “SITE”). BY ACCESSING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE STATED BELOW, DO NOT ACCESS THIS SITE. Albemarle Boats Inc. RESERVES THE RIGHT TO CHANGE THESE TERMS OF USE AT ANY TIME, AT ITS OWN DISCRETION AND WITHOUT NOTICE TO YOU; HOWEVER, ALL SUCH CHANGES WILL BE POSTED TO THIS SITE. ALBEMARLE BOATS INC. ENCOURAGES YOU TO REVIEW THE TERMS OF USE FROM TIME TO TIME SO THAT YOU ARE AWARE OF ANY SUCH CHANGES. THE TERMS OF USE THAT ARE APPLICABLE TO YOU AT ANY GIVEN TIME ARE THE THEN-CURRENT TERMS OF USE. IN ADDITION, BY USING OR VIEWING THIS SITE, YOU ACCEPT ANY CHANGES TO THE TERMS OF USE.

COPYRIGHT NOTICE

Copyright © 2005 Albemarle Boats Inc. All rights reserved. All text, images, graphics, animation, videos, music, sounds and other materials on this Web-site are subject to the copyrights and other intellectual property rights of Albemarle Boats Inc. and its licensors. Albemarle Boats Inc. owns the copyrights in the selection, coordination and arrangement of the materials on this Site. These materials may not be copied, reverse engineered, decompiled or disassembled for commercial use or distribution, nor may these materials be modified or reposted to other Web sites. Any unauthorized use of these materials will violate Albemarle Boats Inc.’s intellectual property rights.

TRADEMARK NOTICE

Albemarle Boats Inc.’s trademarks, logos, and subsidiary names appearing in this Site, except as otherwise noted, are trademarks owned or used under license by Albemarle Boats Inc. or its affiliates. The use or misuse of these trademarks or any other content on this Site, except as provided in these Terms of Use is strictly prohibited. Nothing contained on the Site shall be construed as granting, by implication, estoppel or otherwise, any license or right to use any Albemarle Boats Inc. trademark without Albemarle Boats Inc.’s prior written permission.

LIMITED RIGHT TO USE

The viewing, printing or downloading of any content, graphic, form or document from the Site grants you only a limited, nonexclusive, nontransferable license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other non-personal use. No part of any content, graphic, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use. Any password or right given to you to obtain information or documents is not transferable.

You may not create a Web site that frames this Site or any trademark or proprietary information located on this Site without Albemarle Boats Inc.’s written permission. You may not use meta tags or any other type of hidden text utilizing Albemarle Boats Inc.’s or any of its affiliates’ names or trademarks on a Web site without Albemarle Boats Inc.’s written permission.

Except for the limited rights expressly granted herein, all right, title and interest in and to the Site and all materials, software contained therein are reserved by Albemarle Boats Inc., and, except as expressly granted herein, nothing contained in these Terms of Use or the Site shall be construed as conferring any right, title, interest or license with respect to the Site to you, by implication, estoppel or otherwise.

Albemarle Boats Inc. reserves the right to withdraw this limited license at any time.

Any copies you make of the materials (including by printing or by retaining electronic copies) for your personal use are subject to the following restrictions.

- (1) You may not remove or disassociate from any of the materials any copyright or other proprietary notices contained in the materials;
- (2) You may not modify, reproduce, display, perform, distribute, prepare derivative works from, or otherwise use the materials for any purpose not expressly permitted by these terms of use; and
- (3) You may not transfer the materials to any other person unless you give them notice of, and they agree to accept, the obligations arising under these terms of use.

EDITING, DELETING AND MODIFICATION

Albemarle Boats Inc. reserves the right to modify, add or delete any documents, information, graphics or other content appearing on the Site at any time without notice.

NO INTERRUPTION

You agree not to interrupt or attempt to interrupt the operation of any site in any way.

INDEMNIFICATION

You agree to indemnify, defend and hold us and our dealers, partners, attorneys, staff and affiliates harmless from any liability, loss, claim and expense, including reasonable attorneys' fees and expenses, related to your violation of these Terms of Use or your use of the Site.

TELEPHONE CONSUMER PROTECTION ACT AND SIMILAR LAW

Your use of a site establishes a business or other applicable relationship with us for purposes of the Telephone Consumer Protection Act or other applicable law that addresses unsolicited commercial communications. By accessing, or continuing to access, this site, you agree that we or our agents may call, e-mail, or otherwise communicate with you regarding promotion of the sale, lease, or exchange of goods, services, real property, or any other thing of value.

MISUSE OF THE SITES

You may not make any statements on, or provide or post any information to, a site that is defamatory, threatening, obscene, harassing, or otherwise unlawful, or that, without due authorization, incorporates the proprietary material of another.

NO REPRESENTATION OR WARRANTY

While Albemarle Boats Inc. makes all reasonable efforts to ensure that all material on this site is correct, accuracy cannot be guaranteed and Albemarle Boats Inc. does not assume any responsibility for the accuracy, completeness or authenticity of any information contained in this Site. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CERTAIN SITUATIONS, SO THE FOREGOING DISCLAIMER MAY OR MAY NOT APPLY TO YOU, EITHER IN WHOLE OR IN PART. THIS SITE AND ALL INFORMATION, CONTENT AND MATERIALS CONTAINED HEREIN ARE PROVIDED TO YOU "AS IS," AND "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NO INFORMATION OR ADVICE OBTAINED BY YOU FROM Albemarle Boats Inc. THROUGH THE SITE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED HEREIN.

Albemarle Boats Inc. DISCLAIMS ALL WARRANTIES THAT THE SITE WILL OPERATE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE IS FREE OF VIRUSES OR OTHER

HARMFUL COMPONENTS. THE AVAILABILITY OF THIS SITE CANNOT BE GUARANTEED. YOUR USE OF THIS SITE IS AT YOUR OWN RISK.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THIS SITE IS PROVIDED AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEMS OR DATA LOSS THAT MAY RESULT FROM SUCH USE OF THIS SITE, INCLUDING WITHOUT LIMITATION, DAMAGE RESULTING FROM COMPUTER VIRUSES.

SYSTEM INTEGRITY

You will not knowingly use any hardware or software intended to damage or interfere with the proper working of the Site or to surreptitiously intercept any system, data or personal information from the Site. You will not knowingly take any action which imposes an unreasonable or disproportionately large load on the Site's infrastructure.

COMPLIANCE WITH THE LAW

In the performance and solicitation of transactions facilitated by the Site, you must comply with all applicable laws and regulations.

PRIVACY POLICIES , , **General Privacy Policy**

We have three privacy policies: (1) a privacy policy for citizens of Canada, (2) a privacy policy for citizens of EU Member States and (3) a general privacy policy for citizens of the United States and other jurisdictions, which also applies to citizens of EU Member States and Canada except for any provisions which are inconsistent with the governing provisions of the EU or Canadian Privacy Policies. Our privacy policies, as they may change from time to time, are a part of these Terms of Use.

PRODUCT REGISTRATION CARD INFORMATION

When you buy a product from our companies or participate in an on-line or mail-in survey, we collect certain information from you. As part of our privacy policies, we describe exactly how the information which is provided to our companies from customers on product registration cards and surveys is used, and how you can opt-out if you wish to be removed from marketing databases for future notification of promotions, discounts, and sales.

MERCHANDISE

The Albemarle Boats Inc. branded merchandise sold on this Site is sold by Albemarle Boats Inc.'s licensee, Deep River Traders. Please contact Kim Smith, Deep River Traders, 161 Crestwick Road, Ramseur, North Carolina 27516 (phone), 336-824-2019, or by e-mail at sales@deeprivertraders.com for information regarding products, delivery, and returns.

PAYMENTS

You represent and warrant that if you are purchasing something through this Site that (1) any credit card information you supply is true, correct and complete, and (2) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

VESSELS

Albemarle Boats Inc. will, subject to legal requirements, determine the Model Year designation of its vessels. The Model Year designation on any particular model may be longer or shorter than twelve months.

Some vessels pictured may contain non-U.S. equipment. Some models may be shown with optional equipment. Further information can be obtained from your Albemarle Boats Inc. dealer.

All of the information contained in this Site is for informational purposes only and in no way constitutes an offer to buy or sell Albemarle Boats Inc. vessels. The purchase of any Albemarle Boats Inc. vessel shall be subject to the terms and conditions of the applicable sale, lease, or financing contract.

SUBMISSIONS

While we welcome your comments and feedback regarding our Site, our products and our services, we do not want to receive and do not accept confidential or proprietary ideas, suggestions, materials or other information. Accordingly, please note that (except for personally identifiable information provided by the visitor) all comments, feedback, postcards, ideas, suggestions, materials, information, and other submissions disclosed, submitted or offered to Albemarle Boats Inc. on or by this Site or otherwise (collectively, "Comments") shall be and remain Albemarle Boats Inc.'s property. You represent and warrant to us and to all others that may access the site that you own, or possess sufficient rights in, all such information and all such parties may regard such information as public and, in any case, not your proprietary information. Any such disclosure, submission or offer of any Comments shall constitute an assignment to Albemarle Boats Inc. of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, Albemarle Boats Inc. will own exclusively all such rights, titles and interests in, and shall not be limited in any way in its use, commercial or otherwise, of any Comments. Albemarle Boats Inc. shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay to Site visitors any compensation for any Comments; or (3) to respond to any Site visitor Comments.

CHAT ROOMS/POSTINGS

Although Albemarle Boats Inc. may from time to time monitor or review discussion, chats, postings, transmissions, bulletin boards, and the like on the Site, Albemarle Boats Inc. is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Site. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Albemarle Boats Inc. will fully cooperate with any law enforcement authorities or court order requesting or directing Albemarle Boats Inc. to disclose the identity of anyone posting any such information or materials.

REVISIONS TO TERMS OF USE

We reserve the right, at our sole discretion and without any notice, to change, modify, add, or remove any portion of these terms and conditions at any time. Changes in these terms and conditions will be effective when the revised terms and conditions are posted. Your use or continued use of any site after any changes to these terms and conditions are posted will be considered acceptance of those changes. **READ THESE TERMS AND CONDITIONS AND THE RELATED PRIVACY INFORMATION EVERY TIME YOU ACCESS ANY SITE TO MAKE SURE THAT YOU CONTINUE TO AGREE TO THEIR TERMS.**

CHANGES TO THE SITE

We may terminate, change, suspend, or discontinue any aspect of any site, including the availability of any features of any site, at any time. We may also impose limits on certain features and services or restrict your access to parts or a site or one or more entire sites without notice or liability. We may terminate the authorization, rights, and license given above and, upon such termination, you will immediately destroy all materials that you obtained from or through the site and that are in your possession or control.

INTERNATIONAL USERS

The site is controlled, operated and administered by us or our agents from offices within the United States of America utilizing servers located in the United States of America. We make no representation that materials at this site are appropriate or available for transmission to or from, or use in, locations outside of the jurisdiction(s) stated above and accessing any site from any jurisdiction where such site's contents are illegal is prohibited.

You may not use the site or export the materials in violation of import or export laws and regulations. If you access a site from a location outside of the United States, you are responsible for compliance with all local laws.

GOVERNING LAW: LIMITATIONS

These Terms and Conditions shall be construed, interpreted and performed exclusively according to the laws of the State of North Carolina, United States of America, without regard to the conflict of laws provisions of any state. Any legal action with respect to any transaction must be commenced within one (1) year after the cause of action has arisen. You expressly submit to the exclusive jurisdiction of any Federal or state courts sitting in Tennessee in any action or proceeding arising out of or relating to these Terms of Use or this Site, and you hereby consent to extra-territorial service of process. Should any part of these Terms of Use be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. These Terms of Use constitute the only terms between us and you and supercede any and all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, goods and/or services provided by or through the Site, and the subject matter of these Terms of Use. To the extent that anything in or associated with the Site is in conflict or inconsistent with these Terms of Use, the Terms of Use shall take precedence. Our failure to enforce any provision of these Terms of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision. The provisions of the Uniform Commercial Code as adopted by the State of North Carolina shall apply to this Site, and the United Nations Convention on Contracts for the International Sale of Goods is hereby disclaimed.

PARTIAL INVALIDITY

If, for any reason, a court of competent jurisdiction finds any provision of these terms of use or any privacy policy, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these terms of use and the privacy policy, and the remainder of these terms of use and the privacy policy shall continue in full force and effect.