Introduction

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We always strive to provide complete, accurate, up-to-date information on our Site. Unfortunately, despite those efforts, human or technological errors may occur. This Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions.

Force Majeure

In case of force majeure, we are not obliged to fulfil our obligations. In that case we may either suspend our obligations for the duration of the state of force majeure or definitely repudiate these Terms of Use.

Events of force majeure are all circumstances external to our will and control that render the respect of our obligations completely or partly impossible. Such events include, but are not limited to, strikes, fire, disruption of energy supplies or telecommunication networks or communication systems and/or the temporary down-time of the Site. In the case of a force majeure event, you are responsible for filing claims with the proper entities.

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We make no representations or warranties of any kind, whether express or implied, with respect to this Site, its content or the information available on or through it; they are provided "as is," with all faults.

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Indemnification

You agree to defend, indemnify, and hold harmless FishWise, our subsidiaries, affiliates and vendors, and each of their affiliates and related entities and their respective directors, officers, employees, and agents from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys’ fees and court costs), arising out of, relating to or in connection with your use of the Site including, but not limited to, (i) your violation of these Terms of Use, (ii) any use of the Site or provided information outside of their intended use, (iii) any harm caused to a third party, or (iv) any activity related to your or use of the Site.

Security

Violations of system or network security may result in civil or criminal liability. We reserve the right to investigate occurrences and prosecute any user(s) who are involved in such violations. You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, the following:

- Accessing data not intended for you or logging on to a server or account, which you are not authorized to access;
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
- Attempting to interfere or interfering with the operation of the Site, our provision of services to any other visitors to the Site, our hosting provider or our network, including, without limitation, via means of submitting a virus to the Site, overloading, “flooding”, “mailbombing” or “crashing” the Site; and
- Forging any TCP/IP packet header or any part of the header information in any e-mail or transmission to the Web Site.

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locations outside the United States of America or where our current users are located. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Mediation

Mediation is a process under which parties submit their dispute to an impartial, neutral mediator who will work to achieve with the parties a mutually acceptable resolution of the dispute. The mediator is not empowered to impose a solution on the parties. The parties agree to first pursue in good faith the mediation of any dispute arising out of the subject matter of this agreement before resorting to arbitration or any other legal remedy. Mediation fees, if any, shall be divided equally among the parties involved.

Arbitration

Any controversy or claim arising out of, or relating to, this contract or the breach thereof, shall be settled by arbitration, in accordance with the laws of the State of California, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any Court having jurisdiction thereof. Any award concurred in by a majority of the arbitrators or rendered by the sole arbitrator (as the case may be) shall be binding and conclusive on the parties; and a judgment thereon may be entered in the highest court of the forum having jurisdiction thereof.

Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and FishWise in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND FISHWISE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

Waiver of Class or Consolidated Actions. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CLIENT OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

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of the Terms of Use or any related documents or transactions.

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