

Terms and Conditions for www.solarship.com

1. When you purchase a patch, you are granted image space and a link on our website. You will not own any part of our website or the solarship.
2. You must own the rights to the image and link you send us.
3. Images must be in .JPEG, .PNG, or .GIF format.
4. Animated images will not be accepted.
5. Obscene or offensive images or links of any kind are ineligible for participation. We reserve the right to approve or reject all images. If you submit an image or link that is rejected, you will have the opportunity to provide an alternative.
6. If your link is accepted and you later change the content of the linked site to something obscene, offensive, or pornographic, your link will be removed and you will not be refunded.
7. Our website may encounter occasional downtime for maintenance. We will keep these periods to a minimum and during a low-traffic time frame.
8. Flight route may be subject to change.
9. Patch and banner size will be relative to the size of the next generation solarship.

Terms of Use Agreement

Welcome to Solar [Ship.com](http://SolarShip.com), the website and online services of Solar Ship, Inc. ("Solar Ship" "we," or "us"). This page explains the terms by which you may use our services both within our website or using a third party website or medium. By accessing or using the Solar Ship services, website and software provided through or in connection with the service ("Service"), you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement ("Agreement"), whether or not you are a registered user of our Service.

We reserve the right to amend this Agreement at any time and without notice. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Services.

What You Should Know About our Terms of Use

We can hide, freeze or delete your content at any time if you break the rules

Solar Ship may permanently or temporarily terminate, suspend, or refuse to permit your access to the Services without notice and liability, if, in Solar Ship's sole determination, you violate any of the Agreement.

What violates our terms?

- Anything that violates someone else's copyright, trademark or intellectual property
- Offering any monetary return on investment or real property, including: real estate, annuities, lottery contracts, profit-sharing, cash, securities, equity or debt-repayment
- Pornography
- Harassment or public humiliation
- Posting content that breaks the law
- Selling illegal or prescription drugs
- Excessive violence or graphic content
- Anything promoting hate, violence, or racial intolerance
- Falsely impersonating someone, misrepresenting your affiliation with a person or entity, or hiding your identity
- Pyramid or Ponzi schemes
- Offering tobacco products as perks
- Projects raising money to purchase weapons / ammunition, or project offering weapons / ammunition perks
- Running an automated program like a "spider" or "robot"
- Hacking into, overloading, or uploading a software agent to our system with an intent to disable our site
- Projects raising money to support terrorist organizations or any individual on the U.S. SDN List
- Posting anything defamatory or invasive of personal privacy rights
- Posting information or content that could create a risk of harm, loss or damage to a person, animal or property

Solar Ship is not responsible for user content

Solar Ship takes no responsibility and assumes no liability for any User Content that you or any other Users or third parties post or send over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. Solar Ship is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that Solar Ship shall not be liable for any damages you allege to incur as a result of such User Content

We can use your campaign in our marketing & press outreach

By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have a right to grant, to Solar Ship a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed for use in connection with the Service.

You must be at least 13 years old to use our site

This Service is intended solely for Users who are thirteen (13) years of age or older, and any registration, use or access to the Service by anyone under 13 is unauthorized, unlicensed, and in violation of this Agreement." If you are between 13 and 18 years of age, your parent or guardian must consent to your use and take responsibility for your account.

Use of Our Services

Solar Ship provides a place for communities to interact, share information, and support content creation. All visitors to solarship.com, whether registered or not, are "Users." If you register with Solar Ship you become a "Member" and gain access to certain features, including the ability to post certain information about your creative project (a "Project" and "Project Posting") on the Service and interact with other Members about your Project.

Solar Ship grants you permission to use the Service as set forth in this Agreement, provided that: (i) you will not copy, distribute, or disclose any part of the Service in any medium; (ii) you will not alter or modify any part of the Service other than as may be reasonably necessary to use the Service for its intended purpose; and (iii) you will otherwise comply with the terms and conditions of this Agreement.

User Content

Some areas of the Service may allow Users to post feedback, comments, questions, and other information. Any such postings, together with Project Postings, constitute "User Content." You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (hereinafter, "post") on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You must be the owner of all the Intellectual Property Rights (as defined below) in the User Content you post, or have explicit permission from the owner(s) of all such rights to post the User Content on Solar Ship.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any



information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; (v) contains any information or content that is illegal; (vi) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (vii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights, rights of publicity and privacy. Solar Ship reserves the right, but is not obligated, to reject and/or remove any User Content that Solar Ship believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright, the Writer's Guild of America, or any other rights organization.

Solar Ship takes no responsibility and assumes no liability for any User Content that you or any other Users or third parties post or send over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. Solar Ship is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that Solar Ship shall not be liable for any damages you allege to incur as a result of such User Content.

You are solely responsible for your interactions with other Solar Ship Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

License Grant

By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have a right to grant, to Solar Ship a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed for use in connection with the Service.

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, personal license to use the Service. Solar Ship reserves all rights not expressly granted herein in the Service and the Solar Ship Content (as defined below). Solar Ship may terminate this license at any time for any reason or no reason.

Assignment of Project-Related User Content



All User Content posted to a Project ("Project Feedback") shall be the sole and exclusive property of the Content Creator that posted that Project. You hereby assign to the Content Creator, or its designee, all your right, title and interest throughout the world in and to any and all Project Feedback you post to that Content Creator's Project. You hereby waive and irrevocably quitclaim to the Content Creator or its designee and Solar Ship any and all claims, of any nature whatsoever, that you now have or may hereafter have for infringement of any and all Project Feedback you post to that Content Creator's Project. If you post a Project, you acknowledge and agree that Solar Ship cannot take responsibility for your use of Project Feedback and you use Project Feedback at your own risk. You hereby agree to indemnify, defend and hold Solar Ship harmless from any liability arising from or relating to your use of Project Feedback.

Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the "Solar Ship Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Solar Ship and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the Solar Ship Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, SOLAR SHIP, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.



SOLAR SHIP DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SOLAR SHIP SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND SOLAR SHIP WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOLAR SHIP, ITS AFFILIATES, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL SOLAR SHIP BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOLAR SHIP ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL SOLAR SHIP, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO SOLAR SHIP HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SOLAR SHIP HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from its facilities in Canada. Solar Ship makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in Canada

Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Solar Ship without restriction.