

Terms of Use (EULA)

Last updated March 25, 2022

1. Acceptance of the Terms of Service

Welcome to Wavez - Surfer's Forecast (a.k.a. "we" or "us" or the "Company"). We are excited to have you as user and member of the community. The following terms and conditions (collectively, these "Terms of Service") apply to your use of Wavez - Surfer's Forecast , including any content, functionality and services offered on or via Wavez - Surfer's Forecast . The Terms of Service also include our Privacy Policy. We want to keep our relationship with you as lean and informal as possible, but please read the Terms of Service carefully before you start using Wavez - Surfer's Forecast , because by using Wavez - Surfer's Forecast you accept and agree to be bound and abide by these Terms of Service. Should you disagree with some of the provisions herein, you can contact us at wavezforecast@icloud.com.

2. Changes to the Terms of Service

Wavez - Surfer's Forecast is a work in progress, meaning that a lot will change in the near future. We reserve the right to update Wavez - Surfer's Forecast and these Terms of Service from time to time, at our discretion. We will make sure to announce any major change in a prominent way. Your continued use of Wavez - Surfer's Forecast following the publishing of updated Terms of Service means that you accept and agree to the changes.

doing so is appropriate to carry out your own request;
we believe it's needed to enforce our Terms of Service, or that is legally required;
we believe it's needed to detect, prevent or address fraud, security or technical issues;
otherwise protect our property, legal rights, or that of others.
Wavez - Surfer's Forecast is operated from the United States. If you are from outside the U.S., you agree to any processing of any personal information you provide us according to this policy.

3. Security and Privacy

We are working hard on improving Wavez - Surfer's Forecast, but we can't guarantee that Wavez - Surfer's Forecast will be up and running 24/7. We also reserve the right to suspend or restrict access to some features to users. In any case, we will not be liable if for any reason all or any part of Wavez - Surfer's Forecast is unavailable at any time or for any period, nor for any data loss (see also section 6 below). In the future, you may be asked to provide certain registration details or other information. As custom for internet services, we reserve the right to disable any user account, at any time in our sole discretion for any or no reason, including, if in our opinion you have failed to comply with any provision of these Terms of Service. We also do not guarantee that Wavez - Surfer's Forecast or any content provided on Wavez - Surfer's Forecast is error free. We manage your personal data according to our Privacy Policy.

4. Intellectual Property Rights and Use Guidelines

Wavez - Surfer's Forecast's design and user experience are owned by Wavez - Surfer's Forecast and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You agree to not copy, modify, create derivative works of, publicly display, publicly perform, republish, any of our copyrighted material, except to the extent permitted by Wavez - Surfer's Forecast itself. If you have doubts about whether and how to use of material on Wavez - Surfer's Forecast, please address your concerns to: wavezforecast@icloud.com For purposes of these Terms of Service, the term content includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through Wavez - Surfer's Forecast. For the purposes of these Terms of Service, content also includes all User Content (as defined

below). By submitting public User Content through Wavez - Surfer's Forecast, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Website and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of the Website a non-exclusive, perpetual license to access your User Content through the Website, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. We do not guarantee that any content will be made available on the website. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Content from Wavez - Surfer's Forecast. You are permitted to use Wavez - Surfer's Forecast for your personal, non-commercial use, or legitimate business purposes, provided that your activities are lawful and in accordance with these Terms of Service. Prohibited uses include violation of laws and regulations, hacking Wavez - Surfer's Forecast in any manner, or violating the Content Standards set below. No right, title or interest in or to Wavez - Surfer's Forecast or any content on Wavez - Surfer's Forecast is transferred to you, and all rights not expressly granted are reserved. Any use of Wavez - Surfer's Forecast not expressly permitted by these Terms of Service is a breach of these Terms of Service and can lead to account termination. We encourage your feedback, in the form of reviews, comments, and suggestions or recommendations for modifications, improvements or changes to the Services or the site that you may choose in your sole discretion to provide us from time to time (Feedback). When you provide Feedback, you grant us, under all right, title and interest in and to the Feedback, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback or to incorporate it into Wavez - Surfer's Forecast or other products or services. Wavez - Surfer's Forecast may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through Wavez - Surfer's Forecast.

5. Law and Copyright Infringement

We do not undertake to review all material before it is posted on Wavez - Surfer's Forecast, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. In the unlikely event we receive a disclosure request from an authorized party, we reserve the right to disclose user identities when required to do so by the law, including in response to a law enforcement request supported by a valid court order. You waive and hold harmless the Company from any claims resulting from any action taken by the Company during or as a result of its investigations and from any actions taken as a consequence of investigations by either the Company or law enforcement authorities.

6. Disclaimer of Warranties, Limitations of Liability and Indemnification

Your use of Wavez - Surfer's Forecast is at your sole risk. The service is provided "as is" and "as available". We disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. We are not liable for damages, direct or consequential, resulting from your use of Wavez - Surfer's Forecast, and you agree to defend, indemnify and hold us harmless from any claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from your violation of any third-party's rights. You acknowledge that you have only a limited, non-exclusive, nontransferable license to use Wavez - Surfer's Forecast. Because Wavez - Surfer's Forecast is not error or bug free, you agree that you will use it carefully and avoid using it ways which might result in any loss of your or any third party's property or information.

7. Governing Law and Jurisdiction

These Terms of Service and any dispute or claim arising out of, or related to them, shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of, or related to, these Terms of Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of California.

8. Waiver and Severability

Our failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Wavez - Surfer's Forecast and govern your use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Service). If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

9. Feedback

For any questions please contact us at wavezforecast@icloud.com