

Software License and Device Warranty

BY USING THE IHOY NAVIGATION PRODUCT (the “**Device**”), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE FOLLOWING SOFTWARE LICENSE AND DEVICE WARRANTY. PLEASE READ THIS AGREEMENT CAREFULLY. IN ADDITION, AS THIS DEVICE REQUIRES THE USE OF A SEPARATE APPLICATION, YOU FURTHER AGREE AND STATE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF USE, WHICH CAN BE LOCATED AT www.ihoycaptain.com.

IHOY ELECTRONIC SYSTEMS AND SOFTWARE INC. (“**iHoy Captain**,” “**we**,” “**our**,” or “**us**”) grant you (“**Customer**”) a limited license to use the software embedded in this Device (the “**Software**”) in the normal operation of the Device. Title, ownership rights, and intellectual property rights in and to the Software remain with iHoy Captain and/or its third-party providers.

You acknowledge that the Software is protected under copyright law and international copyright treaties. You further acknowledge that the structure, organization, and code of the Software are valuable trade secrets of iHoy Captain and/or its third-party providers and that the Software remains a valuable trade secret of iHoy Captain and/or its third-party providers. You agree not to decompile, disassemble, modify, reverse assemble, reverse engineer, or reduce to human readable form the Device, including the Software or any part thereof or create any derivative works based on the Software. You agree not to export or re-export the Software to any country in violation of the export control laws of any other applicable country.

Limited Warranty for Hardware

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY BY STATE, COUNTRY, OR PROVINCE. IHOY CAPTAIN DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER LEGAL RIGHTS YOU MAY HAVE UNDER THE LAWS OF YOUR STATE, COUNTRY, OR PROVINCE. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR STATE, COUNTRY, OR PROVINCE.

This Device is warranted to be free from defects in materials or workmanship for one year from the date of purchase (“**Warranty Period**”). Within the Warranty Period, iHoy Captain will, at its sole option, repair or replace any components that fail in normal use. Such repairs or replacement will be made at no charge to Customer for parts or labor, provided that Customer is responsible for any shipping and handling costs. This Limited Warranty does not apply to: (i) cosmetic damage, such as scratches, nicks and dents to the Device; (ii) consumable parts, such as batteries, unless Device damage has occurred due to a defect in materials or workmanship; (iii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes; (iv) damage caused by service performed by anyone who is not an authorized service provider of iHoy Captain; (v) damage to a Device that has been modified or altered without the written permission of iHoy Captain, or (vi) damage to a Device that has been connected to power and/or data cables that are not supplied by iHoy Captain.

In addition, iHoy Captain reserves the right to refuse warranty claims against Devices that are obtained and/or used in contravention of the laws of any country. Devices are intended to be used only as a navigation aid and must not be used for any purpose requiring precise measurement of direction, distance, location or topography. iHoy Captain makes no warranty as to the accuracy or completeness of Device the map data and auto-navigation activity. It is your sole responsibility to monitor the movement of the vessel using the Device at all times, to monitor the use of the Device and the vessel at all times for any warning messages, recommendations to switch to manual operation, and to only use the Device under constant user supervision. iHoy Captain does not recommend using the Device in situations that could result in harm or damage to the user, Device or the vessel, including but not limited to open water, new or unknown regions, during diminished, hazardous or difficult weather conditions, or any other situation that could limit or diminish the navigability of the vessel.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES AND REMEDIES CONTAINED IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF, AND IHOY CAPTAIN EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES AND REMEDIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY REMEDY OR OTHERWISE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER LEGAL RIGHTS, WHICH VARY BY STATE, COUNTRY, OR PROVINCE. IF IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR STATE, COUNTRY, OR PROVINCE, THEN SUCH WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES, COUNTRIES, AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU BASED ON YOUR RESIDENCE.

IN NO EVENT SHALL IHOY CAPTAIN BE LIABLE IN A CLAIM FOR BREACH OF WARRANTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT OR FROM DEFECTS IN THE DEVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IHOY CAPTAIN, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR DIRECT DAMAGES FOR ANY AMOUNT GREATER THAN THE PRICE OF THE DEVICE, OR \$100 IN UNITED STATES DOLLARS, WHICHEVER IS LOWER. SOME STATES, COUNTRIES, AND PROVINCES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

USE OF THE DEVICE IS ENTIRELY AT YOUR OWN RISK.

If during the Warranty Period you submit a claim for warranty service in accordance with the Limited Warranty, then iHoy Captain will, at its option: (i) repair the Device using new parts or previously used parts that satisfy iHoy Captain's quality standards, (ii) replace the Device with a new Device or a refurbished Device that meets iHoy Captain's quality standards, or (iii) exchange the Device for a full refund of your purchase price. SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. Repaired or replaced Devices have a 90-day warranty. If the Device sent in is still under its original warranty, then the new warranty is 90 days or to the end of the original 1 year warranty, whichever is longer.

Before seeking warranty service, please access and review the online help resources available on www.ihoycaptain.com. If your Device is still not functioning properly after making use of these resources, contact iHoy Captain or follow the instructions on www.ihoycaptain.com to obtain warranty service.

If you seek warranty service outside of the original country of purchase, iHoy Captain cannot guarantee that the parts and products needed to repair or replace your Device will be available due to differences in Device offerings and applicable standards, laws and regulations. In that case, iHoy Captain may, in its sole discretion and subject to applicable laws, repair or replace your Device with comparable iHoy Captain devices and parts, or require you to ship your product to a iHoy Captain authorized service facility in the country of original purchase or to a iHoy Captain authorized service facility in another country that can service your Device, in which case you will be responsible for complying with all applicable import and export laws and regulations and for paying all custom duties, V.A.T., shipping fees and other associated taxes and charges. In some cases, iHoy Captain and its dealers may be unable to service your Device in a country outside of the original country of purchase or return a repaired or replaced Device to you in that country due to applicable standards, laws or regulations in that country.

The English version shall always prevail in case of any discrepancy or inconsistency between English version and its translations to other languages.

Contact Us

If you have any questions regarding these Terms or your use of our Services, please contact us by e-mail at support@ihoycaptain.com or by using the mailing information below:

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