

Last Revised: March 25, 2025

These Terms of Use (“TOU”) are a legal agreement between you and Flytechy, Inc., (dba Fishtechy) and any affiliates, brands and subsidiaries owned and operated by Fishtechy, Inc. (together “Fishtechy”) that governs your access to and use of Fishtechy websites (the “Sites”), Mobile Apps (as defined below), and related Fishtechy products (“Products”), including all media, printed or electronic documentation, Updates (as defined below) and support services associated with the Sites, Mobile Apps and Products (all collectively, the “Service”). Your access to and use of the Service is conditioned on your acceptance of the TOU and any additional terms that may be provided or presented to you when you use certain features of the Service or purchase Products, all of which are incorporated into the TOU by this reference.

Your Acceptance of this TOU

PLEASE REVIEW THE TOU CAREFULLY. BY PURCHASING A PRODUCT, REGISTERING FOR AN ACCOUNT OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TOU, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU DO NOT AGREE TO BE BOUND BY THE TOU, DO NOT ACCESS OR USE THE SERVICE OR PURCHASE A PRODUCT.

THE TOU REQUIRES BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THE TOU OR YOUR ACCESS TO OR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THE TOU (EACH, A “CLAIM”), AND YOU AGREE THAT ANY SUCH CLAIM SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. PLEASE REVIEW SECTION 21 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

You represent and warrant that you are: (i) over eighteen years of age or the age of majority in your jurisdiction, whichever is greater; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Service under the laws of your country of residence or any other applicable jurisdiction.

Privacy Policy

In addition to the TOU, the [Fishtechy Privacy Policy](#) governs your access to and use of the Service. You acknowledge and agree that by accessing or using the Service, Fishtechy may receive certain information about you, including personal information, catch data and GPS coordinates, and Fishtechy may collect, use and disclose such information in accordance with the Privacy Policy.

Your Conduct as a User

In connection with your access to or use of the Service, you shall not:

(a) upload, post, email, transmit or otherwise make available any Content that: (i) is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or otherwise objectionable; (ii) may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement); (iii) infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; (iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages or any other form of solicitation; (v) contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware; or (vi) consists of information that you know or have reason to know is false or inaccurate.

- (b) impersonate any person or entity, including, but not limited to, Fishtechy personnel, or closely state or otherwise misrepresent your affiliation with any person or entity;
- (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- (d) act in a manner that negatively affects the ability of other users to access or use the Service;
- (e) take any action that imposes an unreasonable or disproportionately heavy load on the Service or its infrastructure;
- (f) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (g) use spiders, crawlers, robots, scrapers, automated tools or any other similar means to access the Service or substantially download, reproduce or archive any portion of the Service;
- (h) sell, share, transfer, trade, loan or exploit for any commercial purpose any portion of the Service, including, but not limited to, your user account and password;
- (i) violate any applicable local, state, provincial, federal or international law or regulation;
- (j) violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, trade name, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or
- (k) use the Service or any Content from the service to harass, harm, threaten or otherwise harm another user or third party.

Content Responsibilities

You acknowledge and agree that all information, catch data, photographs, images, graphics, videos, messages, scripts, tags and other materials accessible through the Service, whether publicly posted or privately transmitted (“Content”), are the sole responsibility of the person from whom such Content originated. This means that you, and not Fishtechy, are entirely responsible for all Content that you upload, post, email, transmit, share or otherwise make available through the Service (“Your Content”), and other users of the Service, and not Fishtechy, are similarly responsible for all Content they upload, post, email, transmit, share or otherwise make available through the Service (“User Content”).

You acknowledge and agree that Fishtechy has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although Fishtechy reserves the right in its sole discretion to pre-screen, refuse or remove any Content. Without limiting the generality of the foregoing sentence, Fishtechy shall have the right to remove any Content that violates the TOU or that it deems objectionable in its sole discretion

To the extent that you submit any Content, you represent and warrant that: (i) you have all necessary right and authority to grant the rights set forth in the TOU with respect to Your Content; and (ii) Your Content does not violate any copyright, trademark, right of privacy, right of publicity or any other right of any other party and does not contain false or misleading statements.

Registration and Account Data

Some features may not be accessible unless you register. In registering for the Service, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (the “Registration Data”); and (ii) maintain

and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Fishtechy reasonably suspects that you have done so, Fishtechy may suspend or terminate your account.

You are fully responsible for all activities that occur under your account. You may not share your account or password with anyone. You agree to notify Fishtechy immediately of any unauthorized use of your account or password or any other similar breach of security.

Rights and Ownership to Your Content

Fishtechy does not claim ownership of Your Content. However, you grant Fishtechy and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Your Content (in any form and any medium, whether now known or later developed) in connection with the Service. You acknowledge and agree that the technical processing and transmission of data associated with the Service, including Your Content, may require: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

Certain features within the Service allow you to share Your Content with other users, groups of users or all users. By using such features, you provide designated users a perpetual, irrevocable and non-exclusive license to view Your Content.

Certain features within the Service allow you to share your Catch Data with third parties such as government entities or non-profit organizations for the protection, health and welfare of fisheries, or to tournaments you explicitly choose to compete in. By opting in to and using such features, you acknowledge and agree that Fishtechy may distribute

Your Content to those parties for those specific purposes, and you provide those third parties with a perpetual, irrevocable and non-exclusive license to view Your Content.

Except with respect to Your Content, you acknowledge and agree that Fishtechy and its licensors own all rights, title and interest in the Service and all Content and other materials within the Service (including, but not limited to, text, photos, video, visual interfaces, interactive features, graphics, design, compilation, code, products, software, aggregate user reviews or ratings, and all other elements, components and intellectual property rights), which may not be used without the prior written consent of Fishtechy. The Service is protected by U.S. and international copyright and other intellectual property laws and treaties. The Fishtechy logos and trademarks referenced in the Service are the trademarks of Fishtechy and its affiliates. Any other company names, product names, service names and logos referenced in the Service may be the trademarks of their respective owners. Fishtechy reserves all rights not expressly granted to you.

Except with respect to Your Content, you may not: (i) use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Service, except as expressly permitted under the TOU; (ii) except as expressly permitted by applicable law, reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework or data records of, any software within or associated with the Service; (iii) frame or utilize any framing technique to enclose any Content; (iv) access the Service for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Service or any products or services offered by Fishtechy; (v) rent, lease, lend, sell or sublicense the Service or otherwise provide access to the Service as part of a service bureau or similar fee-for-service purpose; or (vi) remove or obscure any proprietary notice that appears within the Service.

Your Licensing Rights

Unless you've purchased a separately executed license agreement, Fishtechy grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Product and access, view and interact with the Service for your personal, non-commercial use only.

Fishtechy makes available mobile applications for access to and use of certain components of the Service (collectively, "Mobile Apps"). Subject to your compliance in all material respects with the terms and conditions of the TOU and your compliance with the corresponding Terms of Service governing your access/use of the Apple App Store or Google Play App Stores, Fishtechy grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use the Mobile Apps on a personal mobile device that you own and control, in executable, machine-readable, object code form only and solely for your personal, non-commercial purposes. You acknowledge and agree that the Mobile Apps are licensed, not sold, to you for use only under the terms and conditions of the TOU.

All rights granted to you under this TOU are subject to your compliance with the TOU in all material respects. Your access to and use of the Service must further comply in all material respects with any usage guidelines posted by Fishtechy.

Your User Feedback

If you elect to provide or make available to Fishtechy any suggestions, comments, ideas, improvements or other feedback relating to the Service ("Suggestions"), Fishtechy shall be free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Suggestions in any form and any medium (whether now known or later developed), without credit or compensation to you.

Fees, Subscriptions and Purchases

You are solely responsible for any data, usage and other charges assessed by mobile, cable, internet or other communications services providers for your access to and use of the Service. Some features of the Service are free to use, but fees may apply for subscriptions, premium features and other components. If there is a fee listed for any portion of the Service, by accessing or using that portion, you agree to pay the fee.

If you make an in-app purchase in a Mobile App, the applicable fee may be denominated in your local currency in the Apple App Store (<http://itunes.apple.com>), Google Play Store (<https://play.google.com/store/apps>) or any other applicable app store through which you obtain the Mobile App (each, an "App Store"). The App Store collects the applicable fee from you on your device. You should consult the App Store to understand its sales terms and determine whether the fee includes all applicable taxes, currency exchange settlements and other charges. You are solely responsible for paying all such taxes, fees and other charges. Fishtechy relies on the App Store to collect fees and to report on the status of accounts. Your access to the Service may be suspended or terminated if you do not make payment on time or in full. In-app purchases are managed by the App Store directly. Fishtechy does not have the ability to manage any aspect of your in-app purchases on your behalf, including, but not limited to, initiating, canceling or refunding purchases.

If you sign up for a subscription-based membership, your membership will automatically renew at the conclusion of the then-current term unless you turn off auto-renewal at least twenty-four (24) hours before the conclusion of the then-current term. Uninstalling a Mobile App will not automatically cancel your membership or account or turn off auto-renewal, and you may continue to access the Service and your account after uninstalling a Mobile App, such as through the Sites. You must cancel your membership or turn off auto-renewal to end recurring charges. If you uninstall a Mobile App without

canceling your membership or turning off auto-renewal, the recurring charges for your membership will continue. Fishtechy reserves the right to change membership fees at any time and Fishtechy may begin charging for products, content or services that it currently offers for free. Fishtechy will notify you at least 30 days in advance of your auto-renewal if the price of your membership fee has increased.

Service Cancellation

TO CANCEL YOUR MOBILE APP SUBSCRIPTION, YOU MUST DO SO WITHIN THE APP STORE. For more information on managing your Apple App Store subscriptions, please visit: [here](#) for Apple App Store (as may be updated by Apple from time to time) or [here](#) for Google Play Store. Canceling a membership or turning off auto-renewal will not entitle you to a refund of any fees already paid, and previously charged fees will not be pro-rated based on cancellation date. Cancellation is effective at the conclusion of the then-current term. We are unable to process any returns or exchanges for purchases via the App Stores, you must abide by the specific return policies of the App Store.

Challenges

Fishtechy may, from time to time, provide you the opportunity to participate in contests or competitions (together, "Challenges") through the Services, which may include additional terms and conditions to participate. All Promotions are voluntary and it is your responsibility to comply with these TOUs and any additional terms and conditions when participating.

Modifications and Updates

Fishtechy reserves the right at any time to modify, suspend or discontinue the Service or Products (or any portion thereof) with or without notice, and Fishtechy shall not be

liable to you or to any third party for any such modification, suspension or discontinuance.

Fishtechy may at its sole discretion from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Service (“Updates”). Fishtechy may develop Updates that require installation by you before you continue to access or use the Service. Updates may also be automatically installed without providing any additional notice to you or receiving any additional consent from you. The manner in which Updates may be automatically downloaded and installed is determined by settings on your device, its operating system and/or your applicable App Store settings.

External Links

The Service or users of the Service may provide links to other websites or resources. You acknowledge and agree that Fishtechy does not endorse and is not responsible for any content, advertising, products, services or other materials on or available through such sites or resources (“External Links”). These sites are subject to different terms of use and privacy policies, which you are responsible for reviewing. You further acknowledge and agree that Fishtechy shall not be liable for any damage or loss resulting from or arising out of use of or reliance on any External Links.

Advertisers and Other Third Parties

Your dealings with advertisers and other third parties who market, sell, buy or offer to sell or buy any goods or services on the Service, including payment for or delivery of such goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser or other third-party. You agree that Fishtechy shall not be liable for any damage or loss of any kind incurred as a result of any such dealings.

Indemnification

You will indemnify and hold Fishtechy and its affiliates, and each of their officers, directors, employees, agents, partners and licensors (collectively, "Fishtechy Parties") harmless from and against any claim, demand, loss, damage, cost, liability and expense, including, but not limited to, reasonable attorneys' fees, resulting from or arising out of your: (a) access to or use of the Service; (b) violation of the TOU or any law or regulation; or (c) violation of any rights of another party.

Changes to this TOU

Fishtechy reserves the right to change the TOU at any time upon notice to you. Fishtechy may give notice by making the updated TOU available in the Service or by any other reasonable means. You can access and review the most current version of the TOU at any time at: <https://fishtechy.com/terms-of-use/>. The updated TOU are binding on you as of the next date that you use the Service after the date of updated TOU. If you do not agree to the updated TOU, you must stop using the Service. Your continued use of the Service after the effective date posted at the top of the TOU will constitute your acceptance of the updated TOU.

Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND FISHTECHY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT, NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

FISHTECHY PARTIES MAKE NO WARRANTY AND PROVIDE NO CONDITIONS THAT: (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE SERVICE WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE.

ALL CONTENT MADE AVAILABLE THROUGH THE SERVICE IS MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. AVAILABILITY AND ACCURACY OF THE INFORMATION PROVIDED BY THE SERVICE IS DEPENDENT UPON MANY FACTORS. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL INFORMATION, CONDITIONS AND YOUR HARDWARE BEFORE TAKING OR OMITTING ANY ACTION.

IT IS YOUR RESPONSIBILITY TO:

- OBEY ALL APPLICABLE LAWS, RULES, REGULATIONS, RESTRICTIONS, ADVISORIES AND POSTINGS, INCLUDING, BUT NOT LIMITED TO THOSE RELATED TO TRESPASSING, PRIVATE PROPERTY, PUBLIC LAND USE, HUNTING AND FISHING.
- USE YOUR COMMON SENSE AND DUE DILIGENCE.
- VISUALLY VERIFY WATERWAYS, ROADS, TERRAIN AND TRAILS FOR ACCESS AND SAFE CONDITIONS.
- CHECK LOCAL WEATHER, WATER FLOW AND FIRE FORECASTS DAILY AND PLAN AHEAD.
- TAKE APPLICABLE SAFETY COURSES, TRAVEL WITH A PARTNER AND ENSURE YOU HAVE THE PROPER EQUIPMENT, SUPPLIES, DOWNLOADED DATA, AND BATTERY SUPPORT TO GET HOME SAFELY.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT FISHTECHY PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING

FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF FISHTECHY PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FISHTECHY PARTIES' TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THE TOU OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICE EXCEED THE GREATER OF THIRTY DOLLARS (\$30) OR THE AMOUNT PAID BY YOU TO FISHTECHY FOR ACCESS TO THE SERVICE (OR PORTION THEREOF) AT ISSUE WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE MAY INVOLVE KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PROPERTY DAMAGE, BODILY INJURY OR DEATH, INCLUDING, BUT NOT LIMITED TO, RISKS THAT MAY ARISE FROM THE ACTS OF OTHERS AND OTHER RISKS BEYOND THE CONTROL OF FISHTECHY. YOU ASSUME ALL SUCH RISKS AND ALL RELATED DAMAGES AND LOSSES, WHETHER CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF FISHTECHY PARTIES. YOU VOLUNTARILY RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS FISHTECHY PARTIES FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION FOR PROPERTY DAMAGE, BODILY INJURY, WRONGFUL DEATH, LOSS OF SERVICES OR OTHER CLAIMS ARISING FROM OR RELATING TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICE. The limitation of liability set out in this section does not apply to liability resulting from Fishtechy PARTIES' gross negligence or willful misconduct.

The exclusion of damages under this section is independent of your exclusive remedy and it survives even if the exclusive remedy fails of its essential purpose or otherwise is deemed unenforceable. Each of the limitations of liability apply without regard to

whether loss, liability, or damage arise from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

Termination and Survival

In the event that you violate the TOU: (a) all rights granted to you under the TOU shall terminate immediately, with or without notice; (b) you must immediately cease using the Service; and (c) Fishtechy, in its sole discretion, may remove and discard Your Content. Upon termination of the TOU, all rights granted to you under the TOU shall immediately terminate, but all other provisions shall survive termination.

Governing Law

The TOU shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of Delaware, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the TOU.

Binding Arbitration

ALL CLAIMS SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

The arbitration will be conducted by the American Arbitration Association (AAA) under its then-applicable rules, including (as appropriate) its Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at <http://www.adr.org/>.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that the hearing will be conducted in the largest city in your state within 300 miles of where you live. The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

Class Action Waiver

WE EACH AGREE THAT ALL CLAIMS WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF WASHINGTON (SPOKANE) OR, IF FEDERAL JURISDICTION IS NOT AVAILABLE, IN A COURT OF COMPETENT JURISDICTION IN SPOKANE, WASHINGTON. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM NON-CONVENIENS OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

Notwithstanding anything to the contrary, you and Fishtechy may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect our intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth above.

International Use

If you are not a United States resident and you are accessing the Services from outside the United States, you agree to transfer certain information outside your home country to us and that you will follow all the laws that apply to you.

Fishtechy servers and operations are located primarily in the United States and Fishtechy policies and procedures are based primarily on United States law. Because of this, the following provisions apply specifically to users located outside of the United States: (i) you consent to the transfer, storage, and processing of your information (including personal information) to and in the United States and/or other countries; (ii) You represent and warrant that you are not: (a) located in a country that is subject to a U.S. Government embargo, listed in the Area Control List under Canada's Export and Import Permits Act, or designated by the U.S. Government as a "terrorist supporting" country; and (b) listed on any U.S. Government list of prohibited or restricted parties, including, but not limited to, the Specially Designated Nationals List; and (iii) you agree to comply with all local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Services.

Notices

Fishtechy may give you all notices (including legal process) that Fishtechy is required to give by any lawful method, including by making notice available through the Service or by sending it to any email or mailing address that you provide to Fishtechy. You acknowledge that if you do not provide Fishtechy with current and accurate contact information, Fishtechy may not be able to contact you. You agree to send Fishtechy notice by mailing it to the following address: Flytechy, Inc., 14343 S Latour Cr Rd, Cataldo, ID 83810.

General Provisions

The TOU constitutes the entire agreement between you and Fishtechy concerning your access to and use of the Service. It supersedes all prior or contemporaneous oral or written negotiations and agreements between you and Fishtechy with respect to such subject matter. You may not assign or delegate any right or obligation under the TOU without the prior written consent of Fishtechy. The failure of Fishtechy to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of this TOU is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of the TOU. Any prevention of or delay in performance by Fishtechy hereunder due to labor disputes, acts of god, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.

Contact Information

If you have questions, concerns or suggestions regarding the Service, your account or the TOU, please contact us at: support@fishtechy.com.