

## Sea Ranch Connect® Business Subscription Terms and Conditions

Business Internet Service Agreement, which includes these Business Internet Service Terms (collectively, the "Agreement"), The Sea Ranch Association, a California Nonprofit Corporation and Common Interest Development ("TSRA") dba Sea Ranch Connect® ("SRC") and the customer ("Customer" or "you") have agreed that the following terms (including those in Attachments A, B & C hereto) apply to you and the services described in this Agreement (the "Service").

1. General — You agree to use the Services in compliance with this Agreement and the SRC Acceptable Use Policy for Commercial Internet Services ("AUP") attached hereto as Attachment A. If you do not agree to all the terms and conditions of this Agreement and the AUP, including any future revisions of either this Agreement or the AUP, do not use the Services and if you are a current Customer, you must terminate your use of the Services. Nothing in this Agreement shall release you from your obligations, if any, under the TSRA association documents, rules & regulations.

Unless otherwise specified above, you are responsible to have your site/wiring/equipment ready for installation of the Service and any needed telecom line. Prior to installation, if installation is to be done by SRC, Customer shall notify SRC of any known or suspected hazards on Customer's Property (e.g. unmarked underground propane or diesel lines, sprinkler systems, drainage pipes) that might affect or obstruct the installation process.

Sea Ranch Connect reserves the right to modify its policies and the AUP in its reasonable discretion at any time. Please check periodically for changes. Your continued use of the Services following the posting of any changes on <a href="www.SeaRanchConnect.org">www.SeaRanchConnect.org</a> constitutes acceptance of those changes. SRC's authority and responsibilities under this Agreement may be delegated by SRC to third parties who manage its network and/or provide Internet access services to SRC.

2. Term — This Agreement applies to you for as long as you remain a customer for any of the Services ("Term"). You may terminate this Agreement and your use of the Services at any time and for any reason by providing notice to SRC per the Notice section below; provided, however, you may be liable for an early termination fee as provided above. When there is one, if you cancel the Service in less than the agreed Term, you agree to pay any agreed Early Termination Fee specified above, or the balance of the remaining payments under this Agreement if (a) no termination fee is specified or (b) the balance is less than the specified termination fee. For certain special circumstances a lower termination fee may be charged at SRC's discretion. Customer is responsible for verifying that any cancellation notice was processed and they are no longer being billed for service. Unless otherwise stated, the initial Term is a minimum of two years. This Agreement then automatically renews for additional one-year periods, unless a written cancellation notice is received from Customer at least 30 days prior to the expiration of the then-current term.

Sea Ranch Connect will attempt to deliver Service on or near the date requested. As the order process involves other parties and wiring facilities, there are conditions that can delay the initiation of Service. SRC is not liable for losses by Customer in the event of an order delay. Telephone numbers are not guaranteed until working. A circuit provides upstream and downstream maximum throughput rates that may vary, based on a number of factors. The maximum throughput rate depends on such factors as the distance of the Customer's location from a backbone service provider.

Without prior notice, Sea Ranch Connect may terminate this Agreement, your password if you have mail services, your account, and/or your use of the Services, for violation of this Agreement, including, without limitation, if you fail to pay any charges when due or, if SRC in its sole discretion, believes you or someone using your account has violated the AUP. The effective date for upgraded Services shall be when the selected Service is made available to you at the Internet gateway at your premises.

3. Payment and Billing — The rates and charges for the Services shall be as set forth above. Additional billing policies are set out in Attachment B to this Agreement. Customer is responsible financially for all set up costs, including any costs associated with running cabling from the curb to customer's building.

Any applicable sales, use, excise, or other taxes, fees or regulatory costs, or charges imposed on you or SRC as a result of providing the Services will be added to the charges for the Service as permitted or required by law. You will be invoiced monthly for usage of the Services and for any other services utilized by you or other users of your account, which are billed for by SRC in connection with the Services. You agree to pay all applicable rates and charges for the Services, including, without limitations, any applicable fees and taxes, by the due date set forth in your billing statement, and to pay any interest or late fees incurred for

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late payment. Delinquent accounts may be suspended or canceled at SRC's sole discretion; however, charges will continue to accrue until the account is canceled. SRC may bill an additional charge to reinstate a suspended account.

- 4. Service Credits In the event of certain Service interruptions, SRC's third party Internet service provider and billing agent ("ISP") will issue you a credit in accordance with Attachment B to this Agreement. Attachment B contains the full policy on service credits. This is the sole remedy available to you for Service disputes. You must give notice per the Notice section below of any such Service interruption or claim for service credits within 30 days of the event related to the claim.
- 5. Your 24/7 Tech Support Contact SRC's technical support and customer support at <a href="mailto:support@searanchconnect.org">support@searanchconnect.org</a>, or by calling 1-866-270-1613 if you need tech support for a particular problem or to report an emergency.
  - If a SRC or Contractor technician is dispatched at the request of Customer, Customer will be billed for services provided at the standard SRC rates. If SRC or its Contractor determines that the problem was the responsibility of SRC or an associated third party, service charges may be waived.
- 6. Limitations Your monthly usage will not be capped, and bandwidth will not be throttled, subject however to the Terms of Service in this Agreement. Using a commercial account for unusually high volume messaging, or any other unreasonable, excessive use is prohibited. If your use significantly impacts SRC's ability to provide Services or network resources, your use of the Services may be terminated or limited immediately and without any notice to you. The resale of Services is strictly prohibited. Any activity that causes a disruption in the network integrity of SRC or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of service. This may include but is not limited to: IRC servers, adult-content servers and bots. SRC reserves the right to modify or terminate Services at its sole discretion.
- 7. Monitoring the Services Sea Ranch Connect has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if SRC, in its sole discretion, determines that it is reasonable to do so, including, without limitation, to: (i) satisfy laws, regulations, or governmental or legal requests; (ii) operate the Services properly; or (iii) protect itself and its customers.

You have the responsibility to monitor your accounts for access to newsgroups and websites that may contain improper material. You may notify SRC of the continual receipt of e-mail that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their explicit knowledge and consent.

Sea Ranch Connect reserves the right to monitor and maintain the security of its network. This includes removing illegal content from your mailbox on our mail server if you are purchasing mail services. This also includes suspending your account when we find that your connection is the root of spam related e-mails and or any viruses. Use of any hacking related software or the use of packet sniffing software is expressly forbidden by any customer. Detection of these kinds of software will result in an immediate suspension of the account without a refund. We also reserve the right to determine that the offending activity has been stopped prior to the account being reactivated. We will routinely monitor the network for any such harmful or illegal activity.

- 8. Your Equipment you must use Sea Ranch Connect approved equipment to connect to the Internet. Non-SRC approved equipment will be handled on an individual basis as specified by SRC. SRC is not responsible for troubleshooting, diagnosing or repairing customer provided/managed equipment. If you cause damage to SRC equipment or facilities due to negligence or abuse, you will be responsible for the costs of replacement of said equipment or facilities on a time and materials basis.
- 9. Internet Network Security you acknowledge that the Internet is not a secure network. Confidential or sensitive information should not be transmitted over the Internet. SRC is not responsible for loss or theft of information transmitted over the Internet. The ISP powering the SRC network endeavors to catch all email- sourced viruses, but it cannot guarantee detection and removal of all viruses or other harmful programs. Circumstances where viruses can get through the virus scanning systems include, but are not limited to, new viruses where software manufacturers have not yet issued signatures, as well as all situations of encrypted or compressed emails, which by their nature may not be scanned. SRC recommends that you have anti-virus software installed on your computer for the purpose of detection, scanning and removal of any new or pre-existing system viruses and the like on your hard drive.
- 10. Service Usage Restrictions The Service may not be used in violation of any generally accepted Internet or community standards or any applicable laws or regulations. You agree to not violate the acceptable use policy ("AUP") attached hereto as Attachment A. Any such violations are grounds for termination of the Service and the collection of applicable damages suffered by SRC or its Service partners. SRC reserves the right to amend the AUP and any such modification shall be effective when posted on the website www.SeaRanchConnect.org.

The AUP prohibits sending unsolicited bulk commercial advertising ("Spam") and SRC will immediately suspend or terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any Spam. You agree to pay SRC's actual damages in any way arising from, or related to, any Spam transmitted by, or in any way connected to, you, to the extent such actual damages can be reasonably calculated. If actual damages cannot be reasonably calculated, you agree to pay SRC liquidated damages of \$4 for each piece of Spam transmitted from your account.

Sea Ranch Connect plans to send notice of any violations to you before termination, but is not required to do so. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of SRC. The account may be held responsible for any charges associated with installation or activation, whether it is for a new account, or a suspended or terminated account.

- 11. IP Addresses and Routing Network Numbers Any IP number assigned to Customer will only be used for the agreed Service. Upon IP address reassignment or expiration, service cancellation, or termination of the Agreement, Customer shall relinquish to SRC any IP addresses or address blocks previously assigned to Customer by SRC. SRC reserves the right to reclaim from Customer any assigned IP addresses that are not used by Customer within 90 days of their assignment. All Classless Inter-Domain Routing ("CIDR") network numbers that may be required for the Service shall be provided solely by SRC. When the Service ends, all CIDR numbers must be relinquished to SRC for reallocation to other customers and will not be available for continued use by the departing Customer.
- 12. Liability SEA RANCH CONNECT PROVIDES ITS SERVICES "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY. SRC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT FOR THE SERVICES AS PROVIDED. SRC FURTHER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES THAT ITS SERVICE WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR. SRC SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS OR REVENUES OCCASIONED BY SRC'S ACTIONS OR INABILITY TO PERFORM ITS OBLIGATIONS HEREUNDER OR ARISING FROM SOFTWARE OR HARDWARE MALFUNCTIONS. IN NO EVENT SHALL SRC'S AGGREGATE LIABILITY TO A CUSTOMER UNDER THIS AGREEMENT FOR INDEMNITY, CONTRIBUTION, BREACH OF STATUTORY DUTY, CONTRACT CLAIMS, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OR TORT, EXCEED \$200. THE EXISTENCE OF ONE OR MORE CLAIMS SHALL NOT ENLARGE THIS LIMITATION.

CUSTOMER SPECIFICALLY AGREES THAT THE FOREGOING LIMITATION ON LIABILITY SHALL ALSO EQUALLY LIMIT THE LIABILITY OF THE ISP (OR SUCH OTHER SUCCESSOR SERVICE PROVIDER) THAT IS POWERING THE SRC NETWORK.

13. Notices — Notification to either party to this Agreement will be sufficient when emailed to the other party or if mailed to the other party's address set forth herein and deposited in the US mail with adequate postage prepaid. For emails to SRC, for service and technical support issues send to SRCsupport@SRCservices.com, for billing, termination, address changes and service credits, send to billing@SeaRanchConnect.org. Such address may change by a written notice providing the new address to which notification is to be made. SRC reserves the right to contact you via mail, e-mail or telephone for Service changes, billing alterations, newsletters, questions or Service offerings. SRC does not sell or provide your information to third parties other than as may be required of it by law or valid legal process or to process billings and collections for SRC.

All notices or communications to Sea Ranch Connect shall be addressed to:

The Sea Ranch Association
ATTN: Sea Ranch Connect
notifications@searanchconnect.org

If using US mail:

PO Box 16, The Sea Ranch CA 95497

If using a service such as FedEx, UPS, or DHL: 975 Annapolis Road, The Sea Ranch CA 95497

- 14. Misc. Terms The Service being provided hereunder is also subject to the following terms:
  - a. You agree to indemnify and hold harmless SRC, its owners, employees, directors, and Service partners against any claim or action or damages arising from the operation of your business, if any, or any equipment under your control.
  - b. You agree not to use any software or hardware to enable your system to transmit or receive data at rates higher than those

you have contracted with SRC to provide.

- c. You agree not to connect any unauthorized device to the SRC fiber system.
- d. Customer shall allow TSRA and its contractors to collect and maintain Customer's subscriber information (including name, address, phone, email, property information, certain technical and operational data, etc.) relevant to providing Services to the Customer, subject to the Sea Ranch Connect Privacy Policy, which is Attachment C hereto.
- e. In the event of any suit or other legal action arising from or relating to this Agreement, the laws of the State of California shall apply. Venue shall be in the Superior Court of Sonoma County, California. The prevailing party shall be entitled to recover all of its reasonable and necessary costs and expenses, including such sum as the Court may judge reasonable for attorney fees, including fees upon appeal of any judgment or ruling.
- 15. General Terms The waiver or failure by either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of that right in the future or of any other right under this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. This Agreement, including the documents incorporated herein by reference, represents the complete agreement and understanding of the parties with respect to the subject matter herein and supersedes any other representations. In the event of a dispute under this Agreement, the prevailing party is entitled to recover its expenses, including reasonable attorneys' fees. All terms and provisions of this Agreement, which should by their nature survive the termination of this Agreement, shall so survive.

Customer has read and accepts all Sea Ranch Connect Terms of Service, as described on the Sea Ranch Connect website (<a href="www.SeaRanchConnect.org">www.SeaRanchConnect.org</a>), as may be amended from time to time, which are incorporated herein by this reference. It is Customer's responsibility to review the Terms of Service periodically to be informed of their content.

#### Attachment A

### **SRC Acceptable Use Policy for Commercial Internet Services**

System abuse is strictly prohibited. SRC may terminate or modify service immediately and may bill for any resulting support charges if you engage in system abuse. Actions which constitute system abuse include, but are not limited to:

- 1. Attempting to circumvent user authentication or security of any host, network, or account on SRC systems or those of its Internet service partners, or the Internet at large ("cracking").
- 2. Attempting, in any way, to interfere with or deny service to any user or any host on the Internet.
- 3. Forging email or USENET posting header information.
- 4. Excessive forwarding or posting of "chain letters" (multiple forwarding) of any type.
- 5. Posting inappropriate messages to USENET newsgroups e.g., posting large numbers of unsolicited posts indiscriminately ("spamming"), or posting encoded binary files to USENET newsgroups not specifically named for that purpose.
- 6. Attempting to cancel, supersede, or otherwise interfere with email or USENET posts other than one's own.
- 7. Engaging in harassment, whether through language, frequency, or size of messages.
- 8. Using an account at another provider to promote an SRC web site in an abusive manner.
- 9. Using an SRC account or network connection to collect replies to messages sent from another provider which violate these rules or those of that provider.
- 10. Reselling or sharing SRC services to third parties.
- 11. Placement of copyrighted or trademarked information not belonging to the posting party on servers maintained by SRC.
- 12. Using SRC's system or equipment in support of activities that would, if conducted on SRC's system, violate SRC's Acceptable Use Policies.
- 13. Persistently accessing SRC connection telephone numbers or the telephone numbers of its Internet service partners with the intent or effect of making those numbers inaccessible to SRC's other customers.
- 14. Intentional transmission of any "worm" or "Trojan horse" or similar software which is destructive to personal computers, servers or computer systems.
- 15. Any activity which SRC believes, in its sole judgment, to be in support of spamming activities.
- 16. Sending large numbers of unsolicited mail messages (i.e., "junk mail") this includes adding or attempting to add addresses to any mailing list without explicit positive consent of the addressee. SRC does not authorize the use of any computer network to accept, transmit or distribute unsolicited bulk e-mail sent from the Internet to its customers. SRC does not authorize the harvesting or collection of screen names from its equipment or customers or its Internet partners for the purpose of sending unsolicited bulk e-mail. SRC reserves the right to take all legal and technical steps available to prevent unsolicited bulk e-mail or other unauthorized e-mail from entering, utilizing or remaining within the SRC system. Unauthorized use of the SRC system or that of its Internet partners in connection with the transmission of unsolicited bulk e-mail or counterfeit or misleading e-mail may result in substantial civil penalties against the sender, including those provided by the California anti- SPAM law (Business & Professions Code § 17529.5) and the federal Computer Fraud and Abuse Act (18 U.S.C. sections 1030 et seq.).
- 17. Automated or manual generation of network traffic to simulate hits to blogs or other web-sites for reasons other than the good-faith intention of an Internet user to visit a Web site to purchase goods or services or to obtain information, or with the intent to promote an unrelated web site. Examples: Click Fraud, Referrer Log Spamming, Web-based comment spam.
- 18. Damage to any equipment in the user's possession, which is owned by SRC, will void the warranty on that piece of equipment and the customer will be responsible for paying for any resulting repairs or replacements.
- 19. Excessive bandwidth usage is defined as using more than 75% of your maximum allowed bandwidth on average, during any month, excluding additional customer services such as Private VLANS. If your use of the Service is found to be excessive, SRC may, in its sole discretion, place additional restrictions on your service, and suggest an upgrade of your service plan.
- 20. All telephony devices connected to the integrated telephone ports on your SRC portal must comply with FCC standards for operation on United States telephone networks. Use of telephony equipment not designed for United States telephone networks is expressly forbidden. You will be responsible for paying for any resulting repairs or replacements or other losses for violations of this paragraph.

# Attachment B

# **Billing Policies**

- Charges are billed to and payable by Customer upon such time as the SRC system is activated and operational, and "data packets" are successfully delivered to Customer over the network ("Activation Date"). For payment purposes, the initial term of this Agreement commences on the Activation Date.
- The billing cycle is monthly, the final due date for payment prior to collection action is the last day of the month.
- Payments can be made by ACH bank draft or Debit/Credit card.
- There will be a charge of \$35 for checks that are dishonored; however, that charge will be credited back to your account if you change to a valid automated payment method within 30 days.
- All invoices will be sent on the 1st of the month by email, or made available to you on a website for viewing if you prefer. There is a charge of \$2.50 a month if you want to receive a paper statement by US mail.
- · All cards and bank drafts will be processed on the first business day of the month.
- · All billing correspondence will be e-mailed to your e-mail account unless otherwise requested.
- All payments must be received by the last day of the month to avoid an interruption of service. Your Internet access will be suspended if payment is not received by the last day of the month. If you are suspended, a reconnection fee shall apply to reinstate the Service. You will be notified promptly if your automatic ACH or bank card payment is not accepted.
- · Billing related requests or questions should be directed via e-mail to billing@SeaRanchConnect.org
- · Any partial payment will be regarded as a prorating for that month and service will cease when the prorated amount runs out.
- Except as specifically noted in this Agreement, no refunds on equipment or Service will be given. All sales are final, and no promise or guaranty is given to quality of Service other than as set out immediately below.

#### Service Unavailability Credits.

Subscriber Service Credits are issued based on events described in Section 6 of the COMMERCIAL SERVICE LEVEL AGREEMENT (Attachment D)

- 1. A Service credit will not be issued for Service unavailability events caused by the following:
  - 1.1. Negligent acts or omissions of SRC or its agents or contractors, but service credits will be issued for outages caused by negligent acts or omissions of SRC's ISP.
  - 1.2. The failure or malfunction of equipment, applications, or systems not owned or controlled by the ISP.
  - 1.3. Scheduled service maintenance, alteration, or implementation during the scheduled duration of the maintenance, alteration, or implementation window, and said window shall not exceed four hours.
  - 1.4. Force Majeure Events. Neither SRC nor the powering ISP will be liable for any loss or damage or Service credits resulting from any cause beyond its reasonable control (a "Force Majeure Event"), including without limitation an "act of God", insurrection or civil disorder, act of terrorism, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order not otherwise applicable to SRC or ISP in the ordinary course of its business, fire, weather of exceptional severity, or any act or omission beyond the reasonable control of SRC or ISP. Upon the occurrence of a Force Majeure Event and to the extent such occurrence interferes with SRC or ISP's performance of its obligations, SRC and ISP will be excused from performance during the period of such interference, provided that the ISP uses all commercially reasonable efforts to avoid or remove such causes of nonperformance.

#### 2. Provisioning Credit.

If ISP does not activate the Service by the agreed upon install date, ISP will, upon written request received within 30 days following the agreed upon install date, waive or issue a credit against one month's monthly recurring charges for the Service not activated. This activation commitment does not apply where the delay is the result of (i) the negligence or acts of SRC or its agents (other than the ISP); (ii) the failure or malfunction of non-ISP equipment or systems; (iii) failures in communication of site install requirements by customer; (iv) access to customer install site is not available; or (v) circumstances beyond the reasonable control of the ISP.

#### General.

- 3.1. No credit will be issued to an individual customer who was primarily responsible for the Service unavailability for which the customer is seeking a credit.
- 3.2. No credit will be issued for credit first requested by customer more than 30 days after the Service unavailability.
- 3.3. A Service credit is the sole remedy available to a customer or user for Service unavailability or other Service problems.
- 3.4. SRC reserves the right to amend this Service credit policy, and any such modification shall be effective when posted on the www.SeaRanchConnect.org website.

### **Attachment C**

# Sea Ranch Connect® Privacy Policy

PLEASE NOTE: The version of this Privacy Policy published at <a href="www.SeaRanchConnect.org/privacy">www.SeaRanchConnect.org/privacy</a> is the current and binding version.

- 1. This Privacy Policy covers how Sea Ranch Connect ("SRC") treats your personal information that SRC collects, receives, and maintains, including information related to your use of SRC websites and services. "Personal information" is information about you that is personally identifiable such as: Your name, address, email address, phone number, credit card or billing information, and other information that is not otherwise publicly available. Our collection, transmission, and storage of this information are necessary to render our services to you and bill you for those services.
- 2. Sea Ranch Connect collects your personal information when you register with SRC, when you visit or use SRC websites and services, and when you visit the websites of, or contact, certain SRC partners. When you sign up for SRC services we may ask for information such as your name, email address, birth date, gender, zip code, occupation, industry, personal interests, credit card and billing information, and passwords and password hints. Once you register with SRC and sign in to our services, you are not anonymous to us.
- Sea Ranch Connect collects information about your transactions with SRC and with some of our business partners. SRC
  servers automatically receive and record information from your browser, including your IP address, Sea Ranch Connect cookie
  information, and the SRC website pages you visit.
- 4. Sea Ranch Connect uses your personal information for the following general purposes: To fulfill your requests for sites and services, improve SRC services, contact you, bill you and collect charges, provide technical support, undertake fraud detection, conduct research, provide anonymous reporting for purposes related to providing you SRC services, and customize the SRC advertising and SRC content you see.
- 5. Sea Ranch Connect and its business partners reserve the right to share your personal information with each other as needed to offer and provide you with services and to collect our billings for those services. SRC's business partners operate under confidentiality agreements that limit their use of your personal information on terms identical to those enumerated in this Privacy Policy. These partner companies do not have any independent right to use or further share this information, except as provided in this Privacy Policy.
- 6. Sea Ranch Connect may set and access SRC cookies on your computer. We reserve the right to send you certain communications relating to SRC services, such as service announcements, administrative information, and other SRC messages, that are reasonably related to your SRC account, without offering you the opportunity to opt-out of receiving them.
- 7. Sea Ranch Connect undertakes physical, electronic, and procedural safeguards that comply with federal regulations to protect your personal information. We limit access to your personal information to SRC and business partner employees who we believe reasonably need to come into contact with that information to provide sites and services to you, or to prevent violations of SRC's Terms of Service, or who otherwise need that information in order to do their jobs.
- 8. Except as described above, Sea Ranch Connect considers and treats your personal information as confidential, and does not rent, sell, or share your personal information with non-affiliated companies or unrelated third parties. However, SRC may disclose your personal information to third parties: (A) As needed to respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims; and (B) When we believe it is necessary to share your personal information in order to investigate, prevent, or take action regarding suspected illegal activities, fraud, or potential threats to the physical safety of any person, or as otherwise required by law or law enforcement agencies or for the purpose of national security; and (C) If SRC is acquired by or merged with another company, or if your service account with Sea Ranch Connect is sold or transferred to another company; and (D) upon your prior written permission.
- 9. The Sea Ranch Connect and affiliated websites contain links to other third-party websites. Please be aware that SRC is not responsible for the privacy practices of such other websites and companies. This Privacy Policy applies solely to your personal information collected and maintained by SRC. It does not apply to the practices of companies that SRC does not own or control, or to people that SRC does not employ or manage.
- 10. Your use of Sea Ranch Connect sites or services following SRC's publication of any changes to this Privacy Policy will constitute your acceptance of such changes. If you do not agree to any such changes, please do not use any SRC sites or services.