

Terms and Conditions for ResNet –

The Carefree Boat Club Network Reservation System

Last Updated: May 23, 2025

1. Acceptance of Terms

By accessing or using ResNet, the Carefree Boat Club Network Reservation System ("ResNet"), you agree to comply with and be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you may not use ResNet.

2. Description of Service

ResNet is a Software as a Service (SaaS) platform licensed to Carefree Boat Club corporate and licensee locations to facilitate reservations, member access management, telematics, and operational coordination within the Carefree Boat Club network. The service includes tools for booking, scheduling, monitoring, communication, and fleet data management.

3. User Accounts

3.1 Registration

To use ResNet, you must activate your account via an automated email link initiated by your home Carefree Boat Club location. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

3.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials and are fully responsible for all activities that occur under your account. You agree to immediately notify us of any unauthorized use or breach of security.

4. Subscription and Payment

4.1 Subscription Plans

ResNet access is available through a paid subscription. Members agree to pay a non-refundable annual or monthly fee(s) to Carefree Boat Club Network, LLC. Subscription details, including fees and payment terms, are disclosed at sign-up or via the club licensee network.

4.2 Billing & Renewals

Subscriptions are automatically billed at the beginning of each term using the payment method on file. Fees are non-refundable except where required by law. Renewal fees are capped at a 25% annual increase. Proration may apply.

4.3 Payment Failures

In cases of declined payments (due to insufficient funds, expired cards, etc.), ResNet access will be suspended. An up to \$50 processing fee will apply for failed payment attempts.

4.4 Authorization

Members authorize Carefree Boat Club Network, LLC to charge their provided payment method for all applicable subscription fees under a Credit Card / Debit Card /ACH Authorization agreement.

4.5 Subscription Pauses

ResNet subscriptions must be maintained even during a membership dues pause, unless explicitly authorized otherwise by Carefree Boat Club Network, LLC. Failure to do so may result in termination of access.

4.6 Membership Subscription

In order to access and use ResNet services, members must also maintain an active Membership Subscription with a licensed Carefree Boat Club location. Likewise, to maintain access to and the benefits of their club membership, members must have a current and active ResNet subscription. These two subscriptions are interdependent, and lack of compliance with either may result in suspension of access to both system and services.

4.7 Pre-Paid Yearly Fees

All ResNet subscription fees that are pre-paid on a yearly basis are non-refundable. In the event that a membership is canceled or terminated at any point during the subscription term, the member will not receive a prorated return or credit for any unused portion of the subscription.

5. Reciprocity Access & Limitations

A paid and current ResNet subscription provides access to reserve up to three (3) half-day sessions per calendar year at each participating location outside your home club. Participation and availability of locations are not guaranteed and may change at any time without notice. Members must adhere to the host club's rules, including insurance deductibles, boat class

restrictions, and local fees. Access to reciprocal clubs is conditional and at the discretion of the host club.

6. Use of the Service

6.1 License

Subject to compliance with these Terms, users are granted a limited, non-exclusive, revocable license to use ResNet for personal, internal purposes related to club participation.

6.2 Prohibited Uses

Users agree not to:

- Use ResNet for unlawful purposes.
- Reverse engineer, reproduce, or tamper with the software.
- Disrupt or compromise the functionality or security of the platform.
- Use automated scripts or tools to access or interact with ResNet.

7. Data & Privacy

7.1 Data Ownership

Users retain ownership of submitted data, granting Carefree Boat Club Network, LLC a license to store, process, and use the data as needed to deliver services.

7.2 Data Security

Reasonable measures are in place to protect data; however, absolute security cannot be guaranteed. Data submission is at the user's own risk.

7.3 Data Transfer

Users acknowledge that data may be transferred or sold to third parties in accordance with business needs and applicable laws.

7.4 Privacy Policy

Please refer to the Privacy Policy at [Carefreeboats.com/privacy-policy/](https://carefreeboats.com/privacy-policy/) for more details on how data is collected, used, and shared.

7.5 Telematics Tracking

By using ResNet-connected boats, users consent to the collection of telematics data (e.g., GPS location, engine diagnostics, fuel levels, and accessory monitoring) to ensure safety, compliance, and operational efficiency. This data may be shared with third-party service providers.

8. Communications

Use of ResNet implies consent to receive communications via SMS and email related to reservations, alerts, service disruptions, and essential notifications. Opting out of communications may impair system usability. Marketing messages are sent separately and can be opted out of at any time.

9. Intellectual Property

All content and technology in ResNet are the intellectual property of Carefree Boat Club Network, LLC or its licensors. No rights are transferred except as granted in this agreement.

10. Cancellation & Termination

10.1 Cancellation by User

To cancel your ResNet subscription, email resnet@carefreeboats.com. Cancellation must align with termination of your membership with your home club. Once canceled, future reservations are disabled.

10.2 Termination by Provider

Carefree Boat Club Network, LLC may terminate access immediately if you breach these Terms or if legally required.

11. Disclaimer of Warranties

ResNet is provided "as is" without warranties of any kind. We do not guarantee error-free performance or uninterrupted access.

12. Limitation of Liability

Carefree Boat Club Network, LLC shall not be liable for indirect, incidental, or consequential damages resulting from use or inability to use ResNet.

13. Indemnification

Users agree to indemnify Carefree Boat Club Network, LLC against claims or liabilities arising from their use of ResNet or violations of these Terms.

14. Changes to Terms

We may update these Terms at any time. Continued use after changes constitutes acceptance. The current version is always available on our website.

15. Governing Law

These Terms are governed by the laws of the jurisdiction in which Carefree Boat Club Network, LLC is registered, without regard to conflicts of law.

16. Data

16.1 Information Collection

We collect personal information (e.g., name, contact, payment info) and usage data (e.g., IP address, interaction history).

16.2 Use of Information

We use your data to manage operations, process transactions, enhance services, and communicate updates.

16.3 Sharing of Information

We may share data with vendors, legal authorities, and others as necessary or authorized by you.

16.4 Data Retention

Data is retained for as long as needed to deliver services, resolve issues, or comply with law.

16.5 Your Rights

Depending on jurisdiction, you may request access, correction, or deletion of your data. Contact us for support.

17. Contact Information

Carefree Boat Club Network, LLC

Email: resnet@carefreeboats.com

By using ResNet, you confirm that you have read, understood, and agreed to these Terms and Conditions.