

ActiveCaptain Community Terms of Use

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- is bigoted, hateful, or racially or otherwise offensive;

- is violent, vulgar, obscene, pornographic or otherwise sexually explicit, or otherwise harms or can reasonably be expected to harm any person or entity;
- is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a User Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity;
- infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
- (a) is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit); (b) has been paid for or solicited by any other party; or (c) solicits others (including solicitations for contributions or donations), except in connection with an ActiveCaptain Community Featured Marina account and as expressly permitted by Garmin;
- contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Sites or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Sites;
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- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.

- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You acknowledge that if you fail to comply with all of the requirements of the preceding paragraph, your DMCA notice may not be valid. Please see 17 U.S.C. § 512 for more information regarding the DMCA and DMCA notifications.

Our Agent to Receive Notification of Claimed Copyright Infringement can be reached as follows:

By Email: copyright@garmin.com

By Mail:

DMCA Designated Agent
Attn: Legal Department
Garmin International, Inc.
1200 East 151st Street
Olathe, KS 66062

General

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Any European Union country

Governing law and forum:

English laws; London, England

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