



# TERMS AND CONDITIONS AND PRIVACY POLICY

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## Terms and Conditions

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## Terms and Conditions

Welcome to FishTrak (operating company Sofistofish) a cloud based fish tracking platform. Users create an account using the FishTrak tablet and dedicated IOT network. Using layers of data, users are able to better understand, record and analyze their fishing efforts.

After you create an account, on the FishTrak (Sofistofish) tablet you have a non-exclusive, time-limited, non-transferable, non-sub-licensable, revocable license to use the Service (including the Platform), subject to the following terms you have agreed to. Purchasers of FishTrak are referred to as the “user” or “users”, for the purposes of this document.

### **USING THE SERVICE**

Users may not use the Sofistofish (FishTrak) beyond its intended use. For example, you may not: (i) offer to third parties a service of your own that uses the Service; (ii) resell the Service; or, (iii) offer to rent or lease the Service without the prior written consent of Sofistofish (FishTrak). For clarity, the examples listed are made for illustrative purposes only; they do not constitute an exhaustive list of restricted activities involving the service.

Users agree that the conditions of their fishing licenses supersedes any inferred advice from using FishTrak or interactions with the FishTrack support team.

### **SAFETY**

Always explore the ocean vigilantly according to weather and ocean conditions and in accordance with local laws and policies. Be prudent when making your observations and uploading your content. Please use FishTrak and enter information to the Platform when it is safe to do so.

### **FISHTRAK (Sofistifish) IS NOT AN EMERGENCY SERVICE**

If you reasonably believe that there is an emergency or extreme circumstance that would warrant an emergency action while using our Service, please contact the proper authorities through customary and appropriate methods. Our Services should not be used to communicate emergency information.

### **NON CONTINUOUS UPDATES**

The layered information provided by the Service originates from Third Party Data. Such information is intrinsically fluctuant and may be inaccurate, incomplete, or outdated. Sofistofish (FishTrak) does not provide any warranties to such informations’ credibility or reliability.

### **SOFISTOFISH (FishTrak) IOT CONNECTION**

Although extremely reliable, the IOT connection to the tablet may from time to time

pause and require time to synchronize.

### **PLATFORM UPDATES**

Sofistofish (FishTrak) may, either partially or in its entirety and without being obligated to provide prior notice; modify, adapt, or change the Platform, the Service's features, the user interface and design, the extent and availability of the contents in the Service, and any other aspect related to the Service. You will have no claim, complaint or demand against Sofistofish (FishTrak) for applying such changes or for failures incidental to such changes.

### **USERS MAY NOT:**

- Copy, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Content included in the Service and/or Platform, or in any way or publicly display, perform, or distribute them unless otherwise permitted by Sofistofish (FishTrak)
- Transmit or otherwise make available in connection with the Service and/or Platform any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- Sell, license, or exploit for any commercial purposes any use of or access to the Content and/or the Service and/or Platform unless otherwise permitted by Sofistofish (FishTrak);
- Frame or mirror any part of the Service and/or Platform without Sofistofish (FishTrak)' prior express written authorization;
- Transfer or assign your Service accounts' password, even temporarily, to a third party;
- Use the Service and/or Platform for any illegal, immoral, or unauthorized purpose

### **INTELLECTUAL PROPERTY**

All intellectual property rights in and to the Platform, the Service, and its database, including copyrights, trademarks, industrial designs, patents, and trade secrets – are either the exclusive property of Sofistofish (FishTrak) or its affiliates or are exclusively licensed to Sofistofish (FishTrak). The Service is protected, among others, by local and international intellectual property laws.

### **ANNUAL RENEWAL**

The user agrees that the FishTrak platform is an annual renewal service. This means that users must renew the service annually for the device to properly update features, maps, weather, IOT, data backups and data security. In the event that the user does not renew the annual service, the service will cease to exist on the hardware device.

### **PRODUCT HARDWARE WARRANTY**

FishTrak comes with a one year manufacturer warranty from Samsung. Details can be found [here](#).

FishTrak offers a second (2) year device replacement warranty. This must be purchased at the time of initial purchase. In such instance, the user must return the device to FishTrak offices at 205a-250 Water St, C1N 1B6, Canada. If found to be defective, FishTrak will then send a new device to the user.

FishTrak offers a three (3) year device replacement warranty. This must be purchased at the time of initial purchase. Under this warranty, the user is entitled to one (1) new device in the second year, and one (1) new device in the third year. In such instance(s), the user must return the device to FishTrak offices at 205a-250 Water St, C1N 1B6, Canada. If found to be defective, FishTrak will then send a new device to the user.

FishTrak does not reimburse users for “downtime” or lost productivity.

### **TERMINATION OF SERVICE**

Sofistofish (FishTrak) may, at any time, terminate the provision of the Service in its entirety or any part thereof, temporarily or permanently, at its sole discretion.

### **USER TERMINATION OF SERVICE**

You may terminate your use of the Service at any time and for whatever reason. You are not obligated to advise Sofistofish (FishTrak) of such termination. However, if you would also like for Sofistofish (FishTrak) to delete your Sofistofish (FishTrak) account and your personal information contained in the account, please notify Sofistofish (FishTrak). On receiving such a request, Sofistofish (FishTrak) will use reasonable efforts to delete such information, however, please note that information may not be deleted immediately from our back-up systems. For more information please read our Privacy Policy.

### **MODIFICATIONS OF THESE TERMS**

Sofistofish (FishTrak) may modify these Terms from time to time and will remain posted on the Policies page of the Sofistofish (FishTrak) website. Your continued use of the Service after the Terms have been modified signifies your assent to the updated terms.

### **NO LEGAL RELATIONSHIP**

These Terms of Use and your use of the Service, including the submission of Content onto the Service, do not, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between the parties hereto. If you are a User, your use of the Service is intended for your enjoyment and benefit and the provision of the Service to you (subject to your compliance with these Terms) constitutes the sole and sufficient consideration that you are entitled to receive for any Content or other contributions you have made to the Sofistofish (FishTrak) Service, its contents, maps, and any other data and/or outputs.

### **GOVERNING LAW AND JURISDICTION**

These Terms, the Platform and the Service will be governed solely by the laws of the Province of Prince Edward Island, and the laws of Canada applicable therein, without

giving effect to any conflicts of law principles. Any dispute, claim, or controversy arising out of, connected with, or relating to these Terms, the Software and the Service, will be under the exclusive jurisdiction of the competent court in Prince Edward Island, Canada.

### **CHANGES TO THIS POLICY**

We may periodically update this policy. We will notify you about significant changes in the way we treat your information by placing a prominent notice on our site.

### **CUSTOMER SUPPORT**

Customers are encouraged to contact FishTrak via phone +1(902) 327-2070 Monday- Friday 9am-5pm.

You can also email FishTrak at [Inquiries@sofistofish.com](mailto:Inquiries@sofistofish.com). We thank you for your understanding and cooperation.

If you have any questions or concerns about this policy, please feel free to contact us at +1(902) 327-2070.

### **REFUND POLICY**

At Sofistofish Technologies, we are committed to delivering high-quality devices and services. This policy outlines the terms under which refunds may be granted, in accordance with applicable consumer protection laws in Prince Edward Island.

### **DEVICES (SAMSUNG HARDWARE WITH INTEGRATED PROVISIONING)**

- Refund requests must be submitted within **30 days** of delivery.
- To be eligible for a refund, devices must be returned in substantially the same condition as delivered, including all accessories, and original packaging.
- Devices that have been activated, used, altered, or damaged after delivery may be **subject to a restocking fee or partial refund**, depending on their condition.
- The customer is responsible for return shipping costs unless the device is defective or not functioning as intended.
- Risk of loss during return shipping remains with the customer until the device is received by Sofistofish Technologies.

### **ANNUAL SUBSCRIPTION**

- Subscription fees are billed annually in advance.
- You may cancel your subscription at any time; however, **no refunds or credits will be provided for any unused portion of the subscription term**, except where required by applicable law.
- Cancellation does not entitle the customer to a refund for the current billing period.

## DEFECTIVE DEVICES (WARRANTY & REMEDIES)

- If a device is defective or not functioning as intended, please notify us within 30 days of delivery.
- In accordance with applicable laws, we will provide a **repair, replacement, or refund**, as appropriate.
- Sofistofish Technologies may require troubleshooting steps, photographs, or device return; before approving a repair, replacement, or refund.
- Nothing in this policy limits your rights under applicable consumer protection legislation.

## EXCLUSIONS & LIMITATIONS

- Except as outlined above, all sales are final.
- To the extent permitted by law, Sofistofish Technologies is not liable for indirect, incidental, or consequential damages arising from the use of its products or services.
- This policy is subject to all applicable federal and provincial consumer protection laws, which may grant additional rights.

## REFUND REQUESTS

To request a refund, please contact us at [admin@sofistofish.com](mailto:admin@sofistofish.com) with your order details and reason for the request.

## TAXES / SHIPPING

Original shipping charges are non-refundable unless the return is due to our error or a defective product.

## PROCESSING TIME

Approved refunds will be processed within **15 business days** and issued to the original method of payment.

## Privacy Policy

By using the FishTrak Tablet and Software provided by Sofistofish, you agree to the terms as described in the privacy statement.

### PERSONAL INFORMATION

**Fishtrak does not sell or share any identifiable data related to a user.**

The information sent to Sofistofish (FishTrak) during the initialization, activation or addition of a module, or even during its use as software, is used only: (i) for the purpose of checking the status of the license; (ii) for compliance purposes, and (iii) for the purposes of detecting and preventing fraudulent use of the Sofistifish (FishTrak) software; or subpoenaed by a court of law.

Sofistofish (Fishtrak) has a strict confidentiality policy regarding the use of personal information that is received, including:

- Personal information that you provide directly in establishing your account in current and previous fishing years;
- Personal information provided by Fisheries and Oceans Canada for the proper functioning of the electronic logbook. (Department of Fisheries and Oceans section)

### ANONOMYZED DATA FOR SECONDARY DATA PROCESSING

Notwithstanding any provision herein, to the maximum extent permitted by applicable law, FishTrak may, without restriction, use, reproduce, license, or otherwise exploit De-Identified Data and/or Anonymized Data, provided that such Anonymized Data and/or De-Identified Data does not contain personal information. “Anonymized Data” means any aggregate information, analysis, rule, projection, statistic, or similar summary or conclusion that FishTrak has obtained through processing or analysis of any Customer Data; provided that Anonymized Data shall be rendered anonymous in such a way that the data subject is no longer identifiable. Customer obtains no ownership right, title, or interest from FishTrak in or to De-identified Data and/or Anonymized Data.

### DATA ACCESS

Sofistofish (FishTrak) data is confidential. In the case of the Electronic Log, disclosure or access to the data by a third party other than the fisherman from which the data originated must be authorized in writing by the fisherman and DFO.

However, access to fishers data is authorized when required by a person responsible for Sofistofish (FishTrak) technical assistance or a person working under his supervision in order to diagnose and resolve hardware or software problems relating to the Sofistofish (FishTrak) client.

Sofistofish (FishTrak) or its affiliates will not without your prior express written consent

collect, use, reproduce, process, manipulate and display your individual data. Sofistofish (FishTrak) or its affiliates will use aggregated system data to develop and improve systems and proprietary technologies.

## **DATA PROTECTION AND CUSTOMER RESPONSIBILITIES**

At FishTrak, we prioritize the preservation of your data and the system is designed with robust security measures. However, to ensure continued protection, we require all customers to adhere to the following guidelines. Please review the terms carefully and comply with the outlined requirements. Failure to do so may result in service limitations, incomplete data, delayed processing, or loss of important fishing records.

### **Online operation**

To ensure accurate data synchronization and a seamless user experience, users are required to keep Wi-Fi turned on while performing fishing activities. Maintaining an active internet connection is essential for real-time syncing, secure data storage, and proper system functionality.

### **Switch on devices regularly**

If users are out of season they should still switch on the devices every 30 days or when instructed in FishTrak notification that there is an important update. Users are required to go online regularly to ensure the proper functioning of the system and to receive updates, security patches, and support.

### **Accept updates**

Users need to accept all updates in order for us to guarantee that we are going to protect your data. Updates may include security enhancements, bug fixes, and performance improvements.

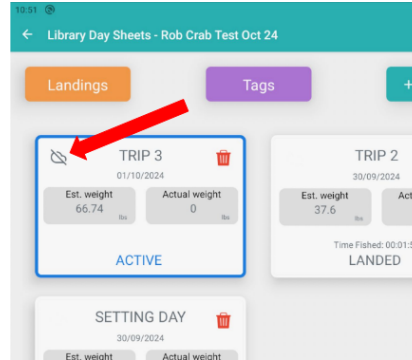
### **Monitor Sync Errors**

The system was built to provide critical security information, including notifications about whether your data has been synchronizing to the cloud. If you notice that synchronization is not occurring or if you experience any other technical issues, you must report them immediately.

This allows our team to address the issue and ensure that your data is safely stored in the cloud, where it is protected.

How can I check if my data is being synced to the cloud?

The system will recognize as soon as you generate new data through fishing activity or editing. It will immediately exhibit a cloud with a line through it showing that it needs to be sent to the cloud backup, but has not yet synchronized.



*Technical support issues: +1(902) 327-2070 or [it@sofistofish.com](mailto:it@sofistofish.com)*

## **DATA RETENTION**

If your subscription plan is not renewed, we will retain your data for one year after the plan's expiration. During this period, you have the right to request a copy of your data, which will be provided in CSV format.

If you prefer that FishTrak does not retain your data, you must submit a formal request for complete data deletion. Upon receiving your request, we will securely remove all your information from our database and this process may take up to 7 working days. Formal requests must be submitted to: [admin@sofistofish.com](mailto:admin@sofistofish.com)

## **SECONDARY CONTACT PERSON**

By providing a “secondary contact person” you have given full permission for that person to access your information on FishTrak and all the same permissions granted in the FishTrak terms and conditions and privacy policy. This person will also be able to communicate directly with FishTrak on your behalf and terminate the service between you and FishTrak with notification, if necessary.

## **USE OF IOT (dedicated internet connection):**

When a user connects to the Internet during the activation, deactivation, update or use of Sofistofish (FishTrak), certain information is sent to Sofistofish (FishTrak):

- Device identification, which is a code generated by a specific combination of electronic equipment and the license to register it;
- The version and name of the device’s operating software;
- The version and name of the device’s browser;
- Universal time (UTC + 0) at which an action is taken.

## **FISHTRAK SUPPLIERS**

### **NUTSHELL CRM**

FishTrak keeps customer information confidential on the Nutshell CRM Platform. We use this data to stay in contact with our customers (business number, cell phone number, website, email, location, and customer interaction history). Please see Nutshell’ privacy policy [here](#) for details on how they handle user information.

### **Stripe Payment Solutions**

FishTrak processes user payments through Stripe, a globally recognized payment platform. FishTrak does not store any credit card information. Please see Stripe's privacy policy [here](#) for details on how they handle user information.

### **Sakari SMS Messaging**

FishTrak uses Sakari to send SMS notifications and communications to customers. This may include customer contact information such as phone numbers necessary to deliver text messages. Please see Sakari's privacy policy [here](#) for details on how they handle user information.

### **USE OF USERS PHONE NUMBERS FOR SMS**

Your phone numbers are primarily used to provide you with fishing data, updates, customer support, product setup assistance, event invitations, and occasional promotions. Message frequency varies but will not exceed **4** messages per month. SMS messaging charges may be applied by your carrier. We don't share your phone number with third parties, we will only share your phone number with our SMS provider, solely for the delivery of these messages.

### **OPTING OUT OF MARKETING MESSAGES**

At any time, you wish to stop receiving SMS from us, you can opt out by:

- Texting UNSUBSCRIBE to opt-out
- Texting STOP to opt-out
- Texting QUIT to opt-out

Please note that the opt-out process may take up to 10 business days to become effective. During this period, you may still receive some messages from us.

### **PRIVACY OF PHONE NUMBERS**

Once you have opted out, we will not send you any more SMS messages, nor will we sell or transfer your phone number to another party.

## **SPECIAL TERMS AND PRIVACY STATEMENT REGARDING THE ELOG (DFO) GOVERNMENT REPORTING OPTION**

Users can choose to submit their “ELOG” government reporting using the FishTrak Device.

The information you provide using the electronic logbook client application is collected under the authority of the Fisheries Act and Fishery Regulations (General Provisions) for the purpose of administering the commercial fishery under the jurisdiction of Fisheries and Oceans Canada (DFO). This information may also be used for the purposes of compliance verification, program planning or management, reporting, safety or security, audit, evaluation, statistics, research, development of policies, administration or law enforcement, crime detection, prevention or suppression, and investigation. Under the Privacy Act, you have the right to correct, access and protect your personal information. You also have the right to lodge a complaint with the Privacy Commissioner of Canada about the handling of your information. Personal information collected by the electronic logbook client application is described in Personal Information Bank (PIF) MPO PPU 410. It can be accessed and verified for accuracy. For more information, visit the Info Source site at [www.infosource.gc.ca](http://www.infosource.gc.ca). And [Department of Fisheries and Ocean Website January 2025](#).

- The holder of the rights of Sofistofish (FishTrak) and the supplier of Sofistifish (FishTrak) declines all responsibility in the event of improper use of the software and non-application of the minimum technological requirements.
- It is the user’s responsibility to ensure that the transmission of their fishing data to Sofistofish (FishTrak) has been carried out in accordance with the laws and regulations applicable to fishing activities and the declaration of these fishing activities.
- The holder of the rights of Sofistofish (FishTrak) and the supplier of Sofistifish (FishTrak) declines all responsibility in the event of non-receipt of the user’s fishing data by Sofistiofish (FishTrak) within the time prescribed by the Ministry of Fisheries and Ocean.
- It is the user’s responsibility to ensure the use of Sofistofish (FishTrak) in accordance with the laws and regulations applicable to fishing activities and the declaration of the user’s fishing activities.
- In the event of a dispute between the Ministry of Fisheries and Oceans and the user relating to the transmission of fishing data in accordance with the laws and regulations applicable to fishing activities and the declaration of these fishing activities, the costs and disbursements related to the investigations to be carried out by Sofistofish (FishTrak) employees at the request of the user are the

responsibility of the user.

- FishTrak aids the user in selecting the relevant information for submission to the Department of Fisheries and Oceans. No additional catch information is viewed, submitted or provided to the Department of Fisheries and Oceans, beyond what the user has agreed to submit.
- The user understands that they will need to obtain and input an ELOG key and additional fishing data to the FishTrak system, to make the correct submission to the Department of Fisheries and Oceans.
- The user accepts full responsibility for their submission to the Department of Fisheries and Oceans. In the event that the user submits incorrect information by mistake, they must call DFO to correct it.
- The user agrees that there may be “outages” in the Department of Fisheries and Oceans web site from time to time. In this instance, users are encouraged to keep their data on the Fishtrak device or a written copy of their log.