# Product Overview

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PRODUCT OVERVIEW

WHAT IS RUM?

RUM provides a wireless link between your marina’s utility pedestals and your front office; quickly gathering meter readings, managing ground fault, and even disabling power at vacant slips (from any computer or device with internet access)

RUM is a cost-effective and robust system. MarineSync® guarantees RUM’s wireless coverage. This system is engineered specifically for the harshest of marina environments. In addition to RUM’s purpose-built hardware, RUM offers a user-friendly software, technical support and training to keep operations running smoothly.
TIPS AND WARNINGS

MONITORING AND CONTROL

RUM is intended to be used as a monitoring and control system. Remotely controlling (enabling or disabling) utilities may cause serious injury or death if not used properly. The remote control feature should only be used when the remote site is visible or guaranteed safe. Serious shock hazards to persons present at the remote site can occur. Please contact MarineSync® for information regarding safety and best practices for actuating the control features.

NETWORK RELIABILITY

The RUM system uses GSM cell networks for communicating with the network base Station. While extremely reliable, MarineSync® cannot guarantee carrier uptime. Do not use the RUM system in such a way as to rely solely on the system to prevent conditions that may result in harm or property damage.

FIELD INSTALLATION

Installation of the RUM System and components requires working with possibly hazardous voltages. Turn off all power supplying the equipment before preforming any wiring operations and use a properly rated voltage sensing device to confirm power is off. Installations should only be done by a trained qualified professional in accordance with local codes and current National Electric Code requirements. If technical assistance is required at any point during the installation please contact MarineSync® directly.
Once your RUM system has been activated, MarineSync® will send a welcome email, inviting you to select a unique password. Once a password has been selected, proceed to the login page.

When accessing the website at https://rum.marinesync.com you will be prompted to login. Use the assigned email and the password you’ve selected to login to the RUM portal.
WEBSITE LOGIN

Forgot Password

If you have forgotten your password, click the “Forgot your password?” Link. If your account has not been set up, please contact MarineSync® at 888.988.SYNC (7962).

Reset Password

On the Forgot Password Page enter your login email address and click the Submit Button. A link will be sent to the registered email to reset your password. Follow instructions to reset your password and return to the Login Page.
The Admin Dashboard welcomes you to the RUM software.
Once logged into your account, you can add, remove and edit user access by selecting the “Manage Users” option.

RUM provides two types of user roles to choose from: 1) Marina Administrator and 2) Customers. The tabs allow you to navigate and view the current subscribers under each role. To add a new subscriber, ensure you’ve selected the correct tab (role), and click on the “Invite User” Button.
Enter the email address and contact information for the new subscriber. Select the marina to assign the new subscriber and select permissions to assign to the new subscriber. Once a permission has been highlighted from the drop down menu, click the “Add” Button to link it to the new subscriber. Multiple permissions can be added to each subscriber. Once all permissions are added, click the Invite Button at the bottom of the box. An email will be sent to the user inviting them to create a password and to log in.
In some cases, a subscriber will need to be added manually. This bypasses the welcome email that gets sent to the new subscriber when using the “Invite User” option.
Complete all fields for creating a new subscriber, including password and permissions. Once complete click the “Create” Button at the bottom of the box. The user may now log in at https://rum.marinesync.com
To edit an existing user click on the small pencil icon, as located in the screen shot below. This allows you to edit passwords and permissions. If changes have been made, click the Save Button at the bottom of the box.
“Customers” can view usage and readings from specific slips or spaces. Customers are limited to view only and cannot make modification to the system. To invite a customer, click on the Invite User Button.
An automated email will be sent to the user with link to create a password and setup an account. If the email has not been received verify it's not in the Spam folder.

![Email Invitation](image-url)
Upon clicking the invitation email link, the customer will be prompted to select a unique password. This password shall be used to access their account. The customer's username is their email address.
Once you have completed the customer information section, select the slip number assigned to the customer. Click the Invite Button when everything is complete, and an email will be sent to the customer allowing them to create a password and log in to view the usage at their slip.
WEBSITE MANAGE USERS

Add User - Customer

Complete all fields for creating a new subscriber, including password and permissions. Once complete click the “Create” Button at the bottom of the box. The user may now log in at https://rum.marinesync.com
Select the “Locations” icon on the Admin Dashboard to view the sites assigned to your account.

A list of facilities linked to your account will appear automatically. If multiple facilities are linked to your account, multiple locations will appear. Click on the name of the location you want to access.
View and manage your electrical/water usage for the marina from one central location under the metering tab. Each row contains a start/end reading, type of utility, usage calculation and last reading date/time. The data is dynamically linked to the date/time selector and will update when modified. See date range section for additional details. To see more detailed usage from an individual slip simply click the slip number or the details button to the right of it. The box below the Space/Slip (highlighted below) can be used to filter and search. Enter any part of the slip/space name to filter results.
To adjust the date to a specific date range, click on the date range field shown below. Use the left calendar to select your start date and the right calendar to select your end date. Once complete, click the apply button to update the data on the metering tab.
To export the readings displayed on the metering tab to an excel spreadsheet, first select your date range. Next, click the export button to generate a PDF. The file may automatically save to your downloads folder or you may be prompted to save the file. Custom exportable reports are available to integrate with 3rd party billing systems.

To locate a specific slip/space on the metering tab, use the filter field illustrated below.
A detailed view of a specific slip/space can be displayed by clicking on the row in the meter tab. A window will appear illustrating daily usage from the specific slip/space.
WEBSITE METERING

Detailed Daily Readings

- Detailed daily readings may be available by clicking on the blue bar next to the specific date.
Customer Access

To grant a customer access to a specific slip / space, use the blue icon at the top of the space details page. This will prompt for an email address and name of your customer. The customer will have limited access with view only rights to their specific slip / space. Managing your customers' access is accomplished in the “Manage Users” section of the software.
WEBSITE METERING

New Customer

Type a valid email first and last name and click the blue Invite button. This will send an email to your customer where they will be prompted to create a password and view their readings (for this slip only) at any time.
To update readings for this slip to the current usage, for example when a customer is checking in/out, click the Update Reading button in the top right section of the window.

You can print a report of the usage within the billing cycle for this slip by clicking the Print Report button at the top right section of the window.
To email the displayed report directly to a customer, simply press the Send Report button, enter the customers email in the window that pops up and hit send.
If your marina has purchased relay/load control hardware and services, these options can be accessed from the detail window for each slip by clicking on the blue Relay Control or Lighting buttons respectively. For more information on adding these features, contact MarineSync @ 888-988-SYNC.
WEBSITE METERING

Date Selector

To adjust the date range seen for a specific slip/space, click on the date range field highlighted below, on the right hand side of the window.

![Date Selector](image-url)
Adjustments can be made by selecting the desired start date in the left calendar and end date and time, the right calendar. Once complete, select the Apply button.
If you’ve purchased the hardware and services to monitor ground fault, you should see the ground fault tab. For information on adding this feature, please contact MarineSync @ 888-988-SYNC.
The ground fault feature will monitor current leakage at each pedestal. The value indicated in the Current (mA) column, indicates the amount of stray current detected. Sort by highest to lowest by clicking on the column header or filter/search by using the empty field under the Space/Slip column.
You can export the data for the entire marina by clicking on the blue Export button on the top right of the screen. This will generate an Excel spreadsheet with the current readings.
To view details for an individual pedestal/transponder simply select the pedestal and a window with daily readings will come up. To view detailed readings for a specific date, click on the blue line associated with that day.
For a real-time reading, click the blue Update Readings button in the upper right corner of the window.

To print a report of this pedestal's readings simply click on the Print Report button in top right of the window.
To adjust the dates click on the calendar box in the upper right section of the window. From this you can select a date/time range to view. Once adjusted click apply.
Adjustments to the alert thresholds can be made by selecting the Settings tab in the detailed view window. Enter the new value and select Save. Enter the amount in milliamps that you want to be warned and alerted about and click the Save button.
If relay and load control hardware and features have been purchased, a Control tab will appear. The Control tab provides access to remotely actuate the Relay/Load hardware.
If your marina is set up for Load or Relay control each slip should be labeled in the system to easily identify the slip number or function. To edit these select the On/Off button associated with pedestal you wish to control.

<table>
<thead>
<tr>
<th>Transponder</th>
<th>Spaces</th>
<th>Load Control 1</th>
<th>Load Control 2</th>
<th>Relay Contr</th>
</tr>
</thead>
<tbody>
<tr>
<td>A114DAAB1000005</td>
<td>A Dock-010, A Dock-011</td>
<td><strong>Off</strong></td>
<td><strong>Off</strong></td>
<td><strong>Off</strong></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A114DAAB1000005</td>
<td>A Dock-004, A Dock-005</td>
<td><strong>Off</strong></td>
<td><strong>Off</strong></td>
<td><strong>Off</strong></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A114DAAB1000022</td>
<td>B Dock-086, B Dock-</td>
<td><strong>Off</strong></td>
<td><strong>Off</strong></td>
<td><strong>Off</strong></td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
Once a slip has been selected a window will pop allowing you turn on/off that specific Load or Relay or set a time period you would like to have it on for. Once desired option is selected click on the blue Send button in the right corner of the window and changes will be automatically sent to the pedestal.
Search for a specific slip in the Control tab simply enter the number into the box under Spaces.

<table>
<thead>
<tr>
<th>Transponder</th>
<th>Spaces</th>
<th>Load Control 1</th>
<th>Load Control</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A114DAAB10000352</td>
<td>A Dock-012, A Dock-013</td>
<td>Off</td>
<td>Off</td>
</tr>
</tbody>
</table>
To make changes to any of the marina information click on the blue Edit button at the top right of the RUM portal page.
Once in you are able to make changes to information like the marina address, shipping address, contact information, etc.
Information in grey boxes can only be edited by MarineSync. Please contact us directly if you have changes that need to be made to any of these.
You are also able to add and edit Administrative users from this section. Simply select the Admin tab at the top of the page and follow the same steps laid out in the Manage Users section.
To edit/add customer’s view of slip usage in this section click on the Customers tab at the top of the page and follow the same steps laid out in the Manage Users section.
## PART NUMBERS

<table>
<thead>
<tr>
<th>Component</th>
<th>Model #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Station</td>
<td>MS0202.000</td>
</tr>
<tr>
<td>Transponder</td>
<td>RM0100.000</td>
</tr>
<tr>
<td>Repeater</td>
<td>MS0203.000</td>
</tr>
</tbody>
</table>

## I GENERAL

1. The **Remote Utility Monitoring System (RUM)** is a wireless monitoring system with the primary purpose of monitoring utility consumption at power stations, including, but not limited to electricity, water consumption and ground fault stray current.

2. The **RUM system is comprised of (4) four integral components: Base Station, Repeater, Transponder and Web-based Software.** These components, when installed to manufactures specifications, provide accurate and reliable transmission of metering data from meters conforming to ANSI C12.1 to a secure, high availability database and accurate measurement of stray current.

3. **Base Station:** The RUM Base Station is a transceiver, serving at the communication hub for the RUM system. The base station manages and synchronizes data between monitored devices (transponders) onsite and the cloud-based database. The Base Station utilizes GSM (Cellular) network connectivity, using GPRS data protocol, via hard coded, secured and encrypted VPN tunnel. The RUM base Station does not require or connect to phone line, wired network or Wi-Fi internet connectivity.

ALL BASE STATION COMMUNICATIONS ARE CONTROLLED USING CELLULAR DATA TRANSMISSION, ENSURING UNINTERRUPTED 2-WAY COMMUNICATION BETWEEN FACILITY AND CLOUD-BASED SERVERS.

A. Base Station power requirements: 120/220V 1PH 50/60Hz (5A) electrical supply.
B. Base Station confirms to FCC part 15 requirements.
C. Base Station can monitor up to 1600 Transponders.
D. Base Station is supplied within a non-metallic NEMA 4X (IP 66) UL/CSA listed enclosure, with stainless steel pad lockable latches.
E. Base Station is rated for indoor or outdoor installation.
F. Base Station is supplied with an integral GSM antenna and removable High Gain RUM network antenna for local network communication. An optional extension cable is available for remote mounting of the high gain antenna.
G. Base Station is factory supplied with integral uninterrupted power supply (UPS) offering 4 hours of uninterrupted service in the event of a power loss. In the event of power loss, alert notifications will automatically be sent to system administrator.
APPENDIX HARDWARE SPECIFICATIONS

H. Base station is factory supplied with LED indicator lights to provide visual system status without the need to log into web-based software or opening panel door.
I. A detailed site survey is provided to end users prior to delivery, confirming all equipment and mounting locations.
J. 2-Year Warranty

4. Transponder: The RUM transponder is a wireless transceiver with on-board non-volatile memory used to record and transmit counts from pulse output devices (meters) and actively monitor imbalances of current flow. The transponder can be mounted within or adjacent to the service pedestal. The transmitter records and transmits data to the cloud-based database through the Base Station/Repeater. The transponder utilizes bi-directional, high powered (RF) signal to securely communicate with base station and repeater infrastructure. Each RUM transponder is capable of monitoring 4 independent inputs (pulsed), (1) current transformers for ground fault management and includes options for tamper-detection and expanded control features. A relay control module is available to offer switching capabilities for utilities.

A. Transponder operates at 12-24VDC.
B. Transponder are provided with a Class 2, IP67 External Power Supply, Input Voltage 100-240V 1PH 50/60Hz (.55A) with UL and CE approvals.
C. Transponder conforms to FCC part 15 requirements.
D. Circuit boards a conformal coated for rugged marine environment.
E. Transponder are housed in non-metallic IP rated enclosure
F. Transponder utilizes an embedded antenna within its enclosure or external depending on environment.
G. Transponder is factory sealed and serialized.
H. Transponder includes LED indicator light providing visual system status
I. Transponder has security features to prevent tampering.
J. Transponder includes quick-connect electrical connections.
K. Transponders can be retrofitted or installed as a factory option with pedestal manufacturers.
L. 2-Year Warranty
APPENDIX HARDWARE SPECIFICATIONS

5. **Repeater**: The RUM repeater is a signal amplifier designed to extend range of the MarineSync RUM network. Repeaters may be required based on site survey provided by MarineSync. A site survey is available by MarineSync at no cost. The repeater is a stand-alone device which requires only an AC power source and should be post mounting in an elevated location designated by site survey.

   A. Repeater power requirements: 120/220V 1PH 50/60Hz (5A) electrical supply
   B. Repeater conforms to FCC part 15 requirements.
   C. Repeater is housed within a non-metallic NEMA 4X (IP 66) UL /CSA listed enclosure.
   D. Repeater is rated for outdoor installation.
   E. Repeater is supplied with an integral high-gain network antenna for Transponder / Base Station communication.
   F. Repeater is factory supplied with integral uninterrupted power supply (UPS) ensuring up to 4 hours runtime in the event of a power loss. Power loss automatically alerts system administrators.
   G. 2-Year Warranty

6. **Web-Based Software**: RUM software is web-based and accessible from any web-enabled computer or device, and does not require a dedicated workstation. Users are provided login credentials upon system activation. Password protection and standard-based security measures are observed to protect the validity of user and prevent unauthorized access. Annual subscription plan is required prior to activation.

   A. Or all Transponders
   B. Configurable naming of Slip/Space to match software export fields
   C. Supports export with most marina management and billing software
   D. Technical and User support included
APPENDIX

DIMENSIONS: TRANSPONDER
APPENDIX
DIMENSIONS: TRANSPONDER
APPENDIX

DIMENSIONS: BASE STATION

Note: Cover removed for clarity

Nominal 1/8" (3mm) wall thickness
APPENDIX
DIMENSIONS: REPEATER
Welcome to MARINESYNC®. These terms and conditions replace any earlier agreements and apply to all your MARINESYNC® services, past, present, and future, until changed or replaced by new terms and conditions.

You can contact us at any time by calling us at 1-888-988-SYNC (1-888-988-7962) or by writing us at P.O. Box 80174, San Diego, California 92138.

PLEASE READ THIS AGREEMENT BEFORE USING ANY MARINESYNC® SERVICE. KEEP A COPY OF IT IN A SAFE PLACE. READ AND KEEP A COPY OF ANY ADDITIONAL MARINESYNC® DOCUMENTS GIVEN OR SENT TO YOU. ANY MARINESYNC® DOCUMENTS THAT SAY THEY BECOME PART OF YOUR MARINESYNC® AGREEMENT ARE PART OF THIS AGREEMENT IF YOU ACCEPT ANY OF THE SERVICES THEY DESCRIBE. THE PRICE AND OTHER TERMS OF YOUR MARINESYNC® SERVICE PLAN AND ANY MARINESYNC® PACKAGES YOU PURCHASE BECOME PART OF THIS AGREEMENT.

1. **YOUR MARINESYNC® SERVICE AND EQUIPMENT.** Your facility must have authorized MARINESYNC® Equipment—the hardware and software used to provide MARINESYNC® service—for you to receive MARINESYNC® service. Additionally, you must have a MARINESYNC® Service Plan to get MARINESYNC® service. Your MARINESYNC® Plan describes the charges and features that we will provide to you, as well as optional services.

2. **PAYMENT.** If you have a credit or debit card account or similar payment account on file with us, we’ll automatically charge it monthly. Once you place your payment account on file with us, we may receive automatic updates of that account information from the financial institution that issued that payment card in order to keep that payment information current. All MARINESYNC® service is payable monthly or annually based on your Service Plan. We’ll continue to charge the payment account you provided monthly (or you must continue to make payments monthly) until you or we cancel your service as allowed in this agreement. The price of your MARINESYNC® Plan may change over time, and we’ll use the rates then in effect for the applicable payment period for those charges.

The purchase price of your MARINESYNC® Equipment may have included a prepayment for a service period for a specified MARINESYNC® Plan. If so, you must arrange for payment to us after this period of time expires. If you have a payment account on file with us, we will automatically start charging you monthly as set out above.

3. **STARTING YOUR MARINESYNC® SERVICE.** You can only get and use MARINESYNC® services by accepting this agreement. Subject to local law, you accept this agreement and start your MARINESYNC® service when you sign a contract that includes this agreement, OR when you speak with a MARINESYNC® Representative and register for MARINESYNC® service.
APPENDIX Terms and Conditions

If you do ANY one or more of these things to accept, you’re bound by this agreement and any later changes or amendments to it.

4. Duration of Your Marinesync®. Your Marinesync® service starts as set out above and continues without end until you or we cancel the service as allowed in this agreement.

5. Ending Your Marinesync® Service. You can cancel your Marinesync® service at any time. All you have to do is call and tell a Marinesync® Representative you want to cancel service, unless your Marinesync® Plan specifies otherwise. You won’t be entitled to any other refunds for Marinesync® service or Marinesync® Equipment. If you cancel service, we have the right to deactivate your Marinesync® Equipment.

6. How Much Your Marinesync® Service Costs. You can get information on the prices and the services in each Marinesync® Plan by going to www.marinesync.com, or by calling us and asking a Marinesync® Representative.

7. Transferring Some of Your Marinesync® Service. Unless we agree otherwise you can’t transfer your Marinesync® service to another Party, Person, Facility or Marina.

8. Reactivating or Changing Your Marinesync® Service. We’ll only accept requests from you (or authorized agent) to activate, cancel, change, reactivate, or transfer your Marinesync® service. If we do any of these things, you agree to pay any charges associated with these requests.

9. Changes to Your Marinesync® Agreement. We can change the terms of this agreement, change the prices we charge you for Marinesync® services, or change, add, or delete any Marinesync® service, at any time, by giving you 30 days notice (or a longer period if required by law). If any such change for which we provide notice materially affects your rights under this agreement, or materially changes your service, or results in higher costs charged you by Marinesync®, YOU MAY EITHER CANCEL YOUR MARINESYNC® AGREEMENT OR AGREE TO THE CHANGE. IF YOU DON’T CANCEL YOUR MARINESYNC® AGREEMENT WITHIN 30 DAYS OF THE DATE OF THE NOTICE, YOU’RE AGREEING TO THE CHANGE AND IT BECOMES PART OF THIS AGREEMENT BETWEEN US. You can get an updated copy of this agreement, including all of its current terms and conditions, online at www.marinesync.com or by calling us at 1-888-988-SYNC (1-888-988-7962) and asking a Marinesync® Representative.

10. Usage Limits. We may place usage limits or create tiered pricing plans for Marinesync® services. If we place usage limits or provide tiered pricing plans for any Marinesync® service, and you then use such service more than allowed by the limit or tiered plan amount, we will charge you at our then current rates for your usage in excess of the limit or tiered plan amount. You agree that we may use any credit or debit card or other payment account of yours that we have on file for payment of such charges.
APPENDIX TERMS AND CONDITIONS

11. HOW YOUR MARINESYNC® SERVICE WORKS AND SYSTEM LIMITATIONS. MARINESYNC® service is only available in the continental United States, Alaska, Hawaii, and Canada. MARINESYNC® service works using wireless communication networks. NOT ALL MARINESYNC® SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE AREAS, AT ALL TIMES. The area that you are located may affect the service that we can provide to you.

MARINESYNC® service can’t work unless your Marina is in a place where we have an agreement with a wireless Service Provider for service in that area. MARINESYNC® service also can’t work unless you’re in a place where the wireless Service Provider we’ve hired for that area has coverage, network capacity, and reception when the service is needed, and technology that’s compatible with the MARINESYNC® service.

There are other problems we can’t control that may prevent us from providing MARINESYNC® service to you at any particular time or place, or that may impair the quality of the MARINESYNC® service. Some examples are hills, tall buildings, vessels, weather, electrical system, buildings, docks, piers, or network congestion or jamming. MARINESYNC® is not responsible for any delays or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, MARINESYNC® is not responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, or equipment failures including Internet, computer, telecommunication or other equipment failures.

12. SERVICE PROVIDERS. MARINESYNC® works with many different companies and individuals to provide you with MARINESYNC® service and MARINESYNC® Equipment. In this agreement, “Service Provider” means any person, company, or entity that provides any service, equipment, or facilities in connection with MARINESYNC® service or MARINESYNC® Equipment, including, but not limited to, wireless service providers, hardware suppliers, middleware support, licensors, distributors and VAR’s.

13. CAUTIONS ABOUT SOFTWARE. MARINESYNC® service involves software that we may need or want to change from time to time. We may do this remotely without notifying you first. Such changes may affect or erase data on the MARINESYNC® Equipment in your Marina. We aren’t responsible for lost data. You do not own the MARINESYNC® software or acquire any rights to use or modify the MARINESYNC® software on your own.

14. YOUR RESPONSIBILITY FOR MARINESYNC® SERVICE. It’s your responsibility to make sure your Marina and your MARINESYNC® Equipment are working. You can always verify that your MARINESYNC® Equipment is active by checking the LED status light on the Base Station as indicated in the provided user manual. If the light on the collector is red or off, this means that your system is not functioning properly or is inactive, and needs to be checked by an authorized agent. Even if your MARINESYNC® Equipment is activated and working, some MARINESYNC® services may not be available until a completed registration or activation is completed by Marina or End-User.
APPENDIX TERMS AND CONDITIONS

You’ll need to provide satisfactory contact information before we’ll be able to provide some MARINESYNC® services.

You promise to use MARINESYNC® Equipment & MARINESYNC® Service for notification purposes only, and not as a primary safety, burglary, fire detection or vessel safety device. You promise not to use any MARINESYNC® service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. You promise you won’t abuse or do anything to damage our business operations, services, reputation, employees, facilities, or Service Providers. If you do any of these things, you agree you’ll be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from that use or your actions.

15. YOUR RESPONSIBILITY TO PAY FOR YOUR MARINESYNC® SERVICE. Depending on the service plan you choose, you’ll have different payment responsibilities, but you must always pay on time and (unless the law provides otherwise) in full. If you start or stop your service in the middle of a billing period, we’ll prorate the amounts owed or to be refunded (if applicable), at the time of your next scheduled payment date.

16. ADDITIONAL PAYMENT DETAILS. If you pay with a check, and it’s returned to us unpaid (that is, it bounces), we can charge you a fee of up to $25 (or as allowed by law). If your credit or debit card provider refuses a charge, or a check bounces, we can also terminate or suspend your service resulting in deactivation of the MARINESYNC® Equipment and Service. We won’t recognize any restrictive language you try to include on checks such as “payment in full.” We refund credit balances of less than one dollar only upon request.

17. YOUR RESPONSIBILITY TO TELL US RIGHT AWAY ABOUT DISPUTED CHARGES. If you object to any fees or charges for services, you must tell us in writing within 60 days after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a longer period), OR YOU’RE WAIVING THE DISPUTE.

18. YOUR RESPONSIBILITY TO PAY FOR TAXES AND GOVERNMENT FEES. You promise to pay all federal, state and local taxes, and other fees and service charges that are required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice.

19. YOUR RESPONSIBILITY FOR OTHERS WHO USE MARINESYNC® SERVICE IN YOUR MARINA. YOU’RE SOLELY RESPONSIBLE FOR ANY USE OF THE MARINESYNC® SERVICE IN YOUR MARINA, EVEN IF YOU AREN’T THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WASN’T AUTHORIZED. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Service. If you or anyone within your Marina uses the MARINESYNC® system to commit a crime or for another improper purpose, or in violation of this agreement, you agree that YOU WILL BE RESPONSIBLE FOR ANY CLAIMS MADE AGAINST MARINESYNC® AND FOR ANY COSTS,
APPENDIX  TERMS AND CONDITIONS

DIRECT OR INDIRECT, INCURRED BY MARINESYNC® ARISING OUT OF OR RELATED IN ANY WAY TO THAT CRIME, ACT, OR BREACH OF THIS AGREEMENT. YOU AGREE TO PAY MARINESYNC® IMMEDIATELY UPON DEMAND ALL SUCH AMOUNTS.

20. YOUR RESPONSIBILITY FOR ALL TRANSACTIONS AND COMMUNICATIONS USING MARINESYNC® SERVICE. Any transaction with anyone but us that you carry out using MARINESYNC® service, and any use that you make of any information received from or through any MARINESYNC® service, is entirely your responsibility. You act at your own risk.

21. OUR RIGHT TO TERMINATE OR SUSPEND YOUR MARINESYNC® SERVICE. We may terminate your MARINESYNC® service without cause, in which case we will give you notice 30 days prior to the effective date of termination after which your account will be deactivated and your service will terminate. This means that we can decide to cease providing the MARINESYNC® service to you at any time and for any reason, even for reasons unrelated to you or your account with us. In such a case, we’ll refund any amounts you have paid in advance, and for eligible MARINESYNC® Equipment. Also, we may terminate your Service without prior notice to you for any good cause. This means, for example, we can terminate your service immediately if you breach any part of this agreement, don’t pay amounts that are due to us or one of our Service Providers, interfere with our efforts to provide service, interfere with our business, or if your MARINESYNC® service is used for illegal or improper purposes. You don’t have any right to have MARINESYNC® service reactivated, even if you cure any of these problems. Whether to allow you to have service again will be entirely up to us. We can suspend your MARINESYNC® service for any reason we could terminate it. We can also suspend it for network or system maintenance or improvement, or if there’s network congestion, or if we suspect your service is being used for any purpose that would allow us to terminate it.

22. NO WARRANTIES ON INFORMATION, OR SERVICES. WE DON’T MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT MARINESYNC® SERVICE. You may have a warranty on MARINESYNC® Equipment. In addition, MARINESYNC® cannot promise uninterrupted or problem-free service, and cannot promise that the data or information provided to you will be error-free.

23. LIMITATIONS OF LIABILITY. YOU AND MARINESYNC® ARE EACH WAIVING IMPORTANT RIGHTS. UNLESS FORBIDDEN BY LAW IN A PARTICULAR INSTANCE, WE EACH AGREE AS FOLLOWS:

WE AREN’T LIABLE TO YOU FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF MARINESYNC® EQUIPMENT OR MARINESYNC® SERVICE, including but not limited to ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF MARINESYNC® EQUIPMENT.

OUR MAXIMUM LIABILITY TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE CHARGES TO YOU FOR THE SERVICES
APPENDIX TERMS AND CONDITIONS

RELATING TO THE PERIOD OF SERVICE DURING WHICH SUCH DAMAGES OCCUR.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOUR MAXIMUM LIABILITY TO US UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO ANY CHARGES DUE AND OWING BY YOU TO US.

NEITHER YOU NOR WE CAN RECOVER (1) PUNITIVE DAMAGES, (2) TREBLE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, OR (3) ATTORNEY’S FEES. YOU CANNOT RECOVER THESE TYPES OF DAMAGES OR FEES FROM ANY Service Provider, EITHER. YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.

WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS OF 24 HOURS OR LESS. TO RECEIVE SERVICE CREDIT FOR LONGER INTERRUPTIONS, YOU MUST NOTIFY US WITHIN 60 DAYS AFTER THE TIME WHEN THAT SERVICE INTERRUPTION STARTED. NO ONE IS LIABLE TO YOU FOR INTERRUPTED SERVICE, OR FOR PROBLEMS CAUSED BY OR CONTRIBUTED TO YOU, BY ANY THIRD PARTY, BY BUILDINGS, HILLS, NETWORK CONGESTION, WEATHER, OR ANY OTHER THINGS WE OR OUR SERVICE PROVIDERS DON’T CONTROL.

NONE OF OUR WIRELESS SERVICE PROVIDERS HAS ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU. YOU WAIVE ANY AND ALL CLAIMS OR DEMANDS FOR SUCH LIABILITY.

You agree that the limitations of liability and indemnities in this agreement will survive even after the agreement has ended. These limitations of liability apply not only to you, but to anyone using your Marina, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your MARINESYNC® service or MARINESYNC® Equipment.

NOTE: Some states don’t allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

24. THE LAW THAT GOVERNS OUR RELATIONSHIP. To the fullest extent permitted by law, and except as explicitly provided otherwise, this agreement and any disputes arising out of or relating to it will be governed by the laws of the state of California without regard to its conflict of law principles, and by any applicable tariffs, wherever filed.

25. WHO ELSE THIS AGREEMENT COVERS. Our Service Providers and our affiliates are intended beneficiaries of this agreement. You agree that you’ll make any of your Marina Tenants or guests aware of our rights and subject to the limitations of this agreement.
26. **OUR RELATIONSHIP WITH YOU.** No matter what else it says, this agreement doesn’t create any fiduciary relationships between you and us, or between you and any of the Service Providers. It doesn’t create any relationship of principal and agent, partnership, or employer and employee, either.

27. **THIS IS THE ENTIRE AGREEMENT.** This agreement (these terms and conditions and any other **MARINESYNC®** documents incorporated in them) is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present, and may not be amended except in a writing signed by **MARINESYNC®**. Amendments of which we give notice and post to the **MARINESYNC®** website at www.MARINESYNC.com will be deemed a writing signed by **MARINESYNC®**. If any part of this agreement is considered invalid by a court or arbitrator, the rest of it will remain enforceable, except that if a court or arbitrator refuses to enforce the waiver of class arbitration in the arbitration clause for any particular dispute between us, the entire arbitration clause will be void and unenforceable as to that particular dispute. Even after this agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it’s been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors. No waiver of any part of this agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE. THIS WON’T BE A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WON’T BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.

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APPENDIX PRIVACY POLICY

The manufacturer of the MARINESYNC® device’s privacy policy is to respect and protect the privacy of its customers. This policy statement informs customers how the manufacturer of MARINESYNC® handles data gathered from the customer’s gateway device during routine site maintenance and administration and information gathered when the customer visits the MARINESYNC® web site. It is the manufacturer of MARINESYNC®’s policy to use information supplied by customers for internal purposes only and to not share it with third parties for commercial purposes or for any other purpose.

The manufacturer of the MARINESYNC® device maintains physical, electronic and administrative policies and procedures designed to restrict access to customer’s personal information. These include programs and specifications for physical security, record retention and disposal; computer and communication security measures reflected in system design, password protection and data management practices and other measures to restrict access to the data MARINESYNC® held in physical and electronic forms.

If you request information about the MARINESYNC® device, your request may be forwarded to our sales engineers, or marketing employees for use in contacting you for marketing purposes. When you visit the MARINESYNC® web site, the web server automatically tracks the domain from which you accessed the site and which pages you accessed. The manufacturer of the MARINESYNC® device may use and analyze this data to review trends to better understand how the MARINESYNC® web site is being used so that we can make it more effective for our customers. Unfortunately, no data transmission over the Internet can be guaranteed to be secure. While extensive site security has been put in place, any information sent to us is done at your own risk as the manufacturer of the MARINESYNC® device cannot ensure the security of that information.

The manufacturer of the MARINESYNC® device reserves the right to use any information submitted as a resource for the introduction of valuable offers, new product information, and wastewater treatment releases and alerts. If you do not wish to receive this information, please contact product support to have your name removed from our distribution list.

The manufacturer of the MARINESYNC® device reserves the right to modify and update these terms and conditions at anytime.
APPENDIX RUM SUPPORT

For questions about your MarineSync® RUM device, service, billing, web portal or password, please contact MarineSync® Product Support via email at support@marinesync.com or by telephone at 888.988.SYNC.