

TERMS AND CONDITIONS

Effective on: October 1, 2022

Last Updated on: October 1, 2022

Acknowledgment

These terms and conditions (the "Terms and Conditions") govern the use of **apps.wdfw-fish.us** (WaTix) (the "Site") and the mobile app ("WaTix Mobile"). This Site is owned and operated by Washington Department of Fish and Wildlife ("WDFW"). This Site and WaTix Mobile are the commercial fish ticket reporting site and application.

These Terms and Conditions set out the rights and obligations of all users regarding the use of the Site and WaTix Mobile. By accessing or using this Site or WaTix Mobile, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

You also represent that you validly possess one or more of the following:

Washington Wholesale Dealers License
Washington Wholesale Buyers License
Washington Limited Fish Sellers Endorsement

Your access to and use of the Site and WaTix Mobile is also conditioned on your acceptance of and compliance with the Privacy Policy for the Site and/or WaTix Mobile (depending on which form of access is used). Please also read the Privacy Policy carefully before using Site or WaTix Mobile.

Accounts

When you create an account with us, you must provide information that is accurate, complete, and current at all times. Failure to do so constitutes a direct breach of the Terms and Conditions, which may result in immediate termination of your account.

You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account. You are also responsible for the accuracy of all information entered and tickets submitted under your account.

You may not use as a username or login credential of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar, or obscene.

We reserve the right to suspend or terminate your account if you are using our Site and/or WaTix Mobile illegally or if you violate these Terms and Conditions.

Backups

Although regular backups of data are performed, WDFW does not guarantee there will be no loss or corruption of data. You agree to maintain a complete and accurate copy of any submission independent of the Service.

Intellectual Property

All content published and made available on our Site or WaTix Mobile is the property of Washington Department of Fish and Wildlife and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site and/or WaTix Mobile.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall WDFW or its directors, officers, agents, employees, subsidiaries, and affiliates be liable for any claims, losses, liability, or damages (special, incidental, indirect, or consequential damages whatsoever including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Site or WaTix Mobile or otherwise in connection with any provision of this Terms and Conditions).

Indemnity

Except where prohibited by law, by using this Site or WaTix Mobile, you agree to indemnify and hold harmless WDFW and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses, including legal fees, arising out of your use of our Site, WaTix Mobile, or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of Washington.

Additional Terms specific to WaTix Mobile

- App Use Mobile Location Services Requirement:

As required by WAC: 220-352-040, the mobile WaTix app user/receiver must enable location services so that geolocation may be automatically determined during completion and submission of a fish receiving ticket in accordance with WAC: 220-352-060.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms and Conditions shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate Site or WaTix Mobile and the way we expect users to behave on our Site and/or WaTix Mobile. We will notify users by email on file with WDFW of changes to these Terms and Conditions or post a notice on our Site/WaTix Mobile.

By continuing to access or use the Site or WaTix Mobile after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the Site or WaTix Mobile.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation, if you breach the Terms and Conditions.

Upon termination, your right to use the Site or WaTix Mobile will cease immediately. If you wish to terminate your account, you may contact WDFW at the information below or simply discontinue using the Site or WaTix Mobile.

Contact Details

Please contact WDFW if you have any questions or concerns. WDFW's contact details are as follows:

Carissa Bourdan
PO Box 43200, Olympia, WA 98504-3200
(360) 706-3385
watixsupport@dfw.wa.gov

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of October, 2022