

B2 Aviation, Inc.
TERMS OF SERVICE

Last Modified: December 11, 2018

1. SCOPE OF AGREEMENT.

1.1. **Terms of Service.** These terms of service (“**Terms of Service**”) govern your access and use of the website www.b2aviation.com (the “**Website**”), including any content, functionality and services offered on or through the Website (the “**Service**”), owned or controlled by B2 Aviation, LLC., or its affiliated companies (“**B2 Aviation**” or “**we**” or “**our**” or “**us**”). Affiliated companies are entities that control, are controlled by or are under common control with B2 Aviation.

1.2. **Privacy Policy.** For information about how **B2 Aviation** collects, uses, and shares your information, please review our privacy policy (“**Privacy Policy**”), and is incorporated herein by reference. You agree that by using the Service you consent to the collection, use, and sharing (as set forth in the Privacy Policy) of such information, including the transfer of this information to the United States and/or other countries for storage, processing, and use by B2 Aviation.

1.3. **Agreement.** These Terms of Service, the Privacy Policy, and any other legal notices published by us on the Service are, collectively, an agreement (this “**Agreement**”) between B2 Aviation and you (“**You**” or “**your**” or “**you**” or, a “**User**”), a user of the Service. A User is any individual user who uses the Services for personal use, or a user authorized by an entity to use the Services. By accessing or using the Service you acknowledge and agree to this Agreement, including, without limitation, these Terms of Service, Privacy Policy, and any other legal notices published by us on the Services. IF YOU CHOOSE TO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THESE TERMS OF SERVICE OR THE PRIVACY POLICY, YOUR CHOICE IS TO IMMEDIATELY STOP USING THE SERVICE. By using the Service, you represent and warrant that:

- You have reached the age of majority in the jurisdiction in which you reside;
- You are able to create a binding legal obligation;
- You are not barred from receiving products or Service under applicable law;
- Your use of the Website will at all times comply with these Terms of Use;
- You will only make purchases on the Website for authorized use;
- You have the right to provide any and all information you submit to the Website, and all such information is accurate, true, current and complete, and you will update information provided to the Website to ensure that it is accurate at all times.

2. INTELLECTUAL PROPERTY.

2.1. **License.** Subject to these Terms, B2 Aviation grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site and Services

2.2. **Intellectual Property Rights.** Subject to the terms hereof, and excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company’s suppliers. Neither these Terms (nor your access to the Site or Services) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. B2 Aviation reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2.3. **Restrictions.** You will not, directly or indirectly, reverse engineer, duplicate, replicate, remove, transfer, reveal, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service or any software, documentation or data related to the Service (“**Software**”); modify, translate, or create derivative works based on the Service or any Software; use the Service or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

3. THE B2 AVIATION SERVICE SOLUTIONS.

3.1. **Errors, Inaccuracies and Omissions.** Occasionally there may be information in the Service that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information in the Service or on any related website is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

3.2. **Service.** The Service allows you to reserve an entire aircraft, helicopter or fixed wing, (a "Charter") between the locations described on the Website.

3/3. **Consideration.** You may access the Service for free, but in order to reserve a Charter, you will have to pay a fare, as published on Website, or as otherwise agreed upon between you and B2 Aviation. You agree to these Terms of Service in consideration of your use of the Service and other good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge.

3.4. **Changes to the Terms of Service.** The Service is owned and operated by B2 Aviation. B2 Aviation reserves the right to revise the Terms of Service in its sole discretion at any time and without prior notice to you other than by posting the revised Terms of Service on the Service. Revisions to this Terms of Service are effective upon posting. The Terms of Service will be identified as of the most recent date of revision. Your continued use of the Service after a revised version of the Terms of Service has been posted by B2 Aviation to the Service constitutes your binding acceptance of such revised Terms of Service. Notwithstanding the preceding sentences of this Section 1.3, no revisions to the Terms of Service will apply to any dispute between you and B2 Aviation that arose prior to the effective date of such revision.

3.5. **Eligibility.** If you are using or opening an account on the Service on behalf of a company, entity, or organization (each, a "Subscribing Entity"), then you represent and warrant that you: (i) are an authorized representative of that Subscribing Entity with the authority to bind such entity to the Terms of Service and (ii) agree to be bound by the Terms of Service on behalf of such Subscribing Entity.

3.6. **Children.** The Service is not intended for children under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, YOU MUST NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. By using the Service, you affirm that you are at least 18 years of age. B2 Aviation does not seek to gather information from or about children under the age of 13 through the Service.

4. MAKING A RESERVATION.

4.1. **Pre-existing Flights.** The Website will display Charters available for sale on a number of Preexisting Flights (each, a "Pre-existing Flight").

4.2. **Reserving a Flight.** To reserve a Flight, you will need to provide your credit card information and a cell phone number and go through the steps necessary on the App or Website to complete your purchase. YOUR FLIGHT IS NOT CONFIRMED UNTIL YOU RECEIVE A CONFIRMATION EMAIL FROM B2 AVIATION..

5. Fares and Payments

5.1. Fares. The fare for each Charter will be displayed on the Service. Fares are due and payable upon purchasing a Charter.

5.2. Payments. The Service currently uses third parties to process payments. Our third-party payment processors accept payments through various credit cards, as detailed on the applicable payment screen. All monetary transactions on the Service take place in U.S. Dollars.

5.3. Guarantee - The person signing this agreement on behalf of the Customer agrees to personally and unconditionally guarantee all monies due B2 Aviation, LLC hereunder, including attorney's fees should such payments be required to collect full payment.

5.4. Credit Card Guarantee - Any payment secured by credit card may be charged by B2 Aviation, LLC and is hereby specifically authorized if payment of the total quote is not made within the payment term of any document or documents pertaining to the flight and/or itinerary. Customer is responsible to pay and B2 Aviation, LLC is authorized to process any credit card guarantee and collect total quote funds due. Additionally, Customer warrants paying any late and processing fees assessed by B2 Aviation, LLC as outlined in any document pertaining to the flight and/or itinerary. In the absence of payment terms on any invoice, quote, or trip confirmation, Customer hereby understands that payment shall be received by B2 Aviation, LLC within 10 days of date of invoice and that failure of timely payment shall authorize B2 Aviation, LLC to collect via Credit Card Guarantee.

5.5. Additional Fees. In the event that you are late for your Charter and the aircraft has the ability to wait, there will be a charge of \$250 per each 30 minute interval starting from 30 minutes after your scheduled departure time. Additional Fees may also apply for late operations, extraordinary FBO fees, catering requests, ground transportation requests and excess baggage.

5.6. Post Trip Reconciliation. Occasionally, due to reasons beyond our control, additional services may be necessary to ensure the safety of a given flight. These services include but are not limited to: aircraft deicing and hangar space. Additionally, there are passenger services that are billed after a trip's completion. These items include but are not limited to: use of aircraft satellite phone, use of aircraft Wi-fi service and post trip aircraft cleaning. Per the PAYMENTS POLICY, customer hereby agrees to authorize or invoice the user for these charges.

6. Late Passengers

6.1. Passengers must arrive 15 minutes prior to their scheduled departure time for all Flights. Passengers who are late for Charters are subject to Additional Fees as described in Section 5.5. above. Passengers who are late for their Charter flights will forfeit the purchase price if they are more than 30 minutes late and/or the air carrier can no longer service the Flight due to the Aircraft availability and schedule.

7. Cancellation Policy; Credits and Refunds

7.1.. Charters. Charters of an entire aircraft must be cancelled with the following notice: (A) greater than 48 hours in advance of scheduled departure time of the Flight for helicopter; and (B) greater than 72 hours in advance of the scheduled departure time of the Flight for all fixed-wing charters, such as jet and turboprop charters. You can cancel by email or by calling B2 Aviation at 888.418.1999. In the event of a cancellation pursuant to these terms, B2 Aviation will credit your Account with the amount charged for the cancelled Flight that may be used for future travel for up to 18 months from the date such credit is issued. A cancellation made within the required cancellation periods listed in subsections (A) and (B) above will result in a forfeiture of the full Charter price.

7.2. Under any circumstances above in which you receive a credit, you agree that B2 Aviation will act as your agent in retaining any monies credited to you, which monies will be kept on your Account for future air services that must be arranged through B2 Aviation within the next 18 months.

8. Flight Delay Policy.

8.1. From time to time, your Flight may be delayed due to weather, unforeseen mechanical issues, temporary flight restrictions, and airport congestion. If your flight is cancelled or delayed, you will be notified by Team B2 Aviation via email, text or phone. In the event weather forecasts look unfavorable and our operators advise us there is a high probability of cancellations due to weather, B2 Aviation shall endeavor to send notifications of weather delays or cancellations at least 2 hours prior to your departure time or no later than 9:00pm on the preceding night for flights scheduled to depart prior to 10:00am in the morning. However, weather conditions change rapidly and there may be circumstances where flights are canceled or delayed for weather or mechanical reasons up until the departure time.

8.2. In the event any Flight is delayed more than 4 hours, you have the option of booking on a different Airline Flight and receiving B2 Aviation credit to your Account for the difference in fare purchased. B2 Aviation's Cancellation Policy outlined in Section 7 shall apply to anyone cancelling their tickets on a Flight delayed less than 2 hours.

8.3. In order to minimize the passenger impact of cancellations and delays due to weather, unforeseen mechanical events, temporary flight restrictions and airport congestion, you may elect to use airline transportation in lieu of the affected private aircraft flight. For substitutions of this nature, the difference in price between the private aircraft and the airline flight will be refunded to the client. If for any reason you decline to accept the alternate transportation, B2 Aviation will credit your Account for the originally-purchased fare.

8.4. If B2 Aviation has to move your flight to a time earlier than your scheduled departure time due to weather, unforeseen mechanical issues or Temporary Flight Restrictions and you are unable to make the newly scheduled flight, B2 Aviation will credit your Account for the originally-purchased fare.

9. Luggage Policy

9.1. One small carry on and one normal luggage bag per person is allowed (125 lbs maximum), approximately the same size as normal luggage on a commercial airline flight. Your luggage will be inspected for size and weight when you arrive to the B2 Aviation Lounge or point of departure. Golf Clubs are only permitted on Charter flights with prior notification and approval. B2 Aviation reserves the right to disallow a bag or bags that exceed the maximum allowable weight or are deemed too heavy or large by the pilots operating the aircraft. In this case, B2 Aviation can delivery the luggage to the traveler's destination, at the traveler's expense.

10. Pets

10.1. On rare occasions, pets are not allowed on board. Please notify B2 Aviation in advance of all travel with pets and service animals through email or by calling us at 888.418.1999..

11. Passenger Seating

11.1. B2 Aviation may assign specific seats to passengers on Flights at the air carrier's request based on the weight and size of the passenger and the aircraft.

12. Refusal To Transport

12.1. B2 Aviation may, in its sole discretion, refuse to transport or may remove from an aircraft at any point any passenger for one or several reasons, including but not limited to: (i) failure by the passenger to comply with the rules of these Terms of Service or disobeying specific instructions given by aircraft pilots in the interest of safety; (ii) conduct of the passenger that in the judgment of B2 Aviation or the airline is or is known to be disorderly, disruptive, abusive, threatening, or violent or otherwise inimical to the comfort of other passengers or to safety of the flight; (iii) appearance by the passenger that he/she is intoxicated or under the influence of drugs to a degree that refusal or removal may be necessary for the comfort and safety of the passenger, other passengers, or the flight crew.

Unauthorized photography in the B2 Aviation lounges or on Flights may also be deemed reason for refusal to transport.

The tickets of any passenger refused passage or removed enroute under the provisions of this Section 12 will be refunded to the passenger. Such a refund shall be the sole recourse of any Passenger refused passage or removed enroute. UNDER NO CIRCUMSTANCES WILL CARRIER BE LIABLE TO ANY PASSENGER OR REFUSED PASSENGER FOR ANY TYPE OF INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE.

EULA / Terms of Service

This Terms of Service and End User License Agreement (this “EULA”) is a binding contract between you, an individual user (“you”) and B2 Aviation, Inc. and its successors and assigns (“we” or “B2 Aviation”) governing your use of the B2 Aviation mobile application (the “App”), and any websites owned and/or controlled by or on behalf of B2 Aviation (the “Website”), and the transportation or experiential services provided by B2 Aviation (collectively, the “Service”). BY INSTALLING OR OTHERWISE ACCESSING OR USING THE APP AND/OR USING THE SERVICE YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS OF SERVICE AND EULA. YOU ACKNOWLEDGE THAT B2 Aviation IS NOT A DIRECT AIR CARRIER AND THAT ALL FLIGHTS ARE OPERATED BY FAA/DOT LICENSED OPERATORS. SCHEDULED CROWDSOURCED FLIGHTS POSTED TO AND FROM THE HAMPTONS OR OTHER DESTINATIONS ARE SOLD AS AGENT OF FAA AND DOT LICENSED AIR CARRIERS. FOR FLIGHTS TO ANY DESTINATION THAT ARE CHARTERS OF THE ENTIRE AIRCRAFT CAPACITY, THE CUSTOMER AGREES THAT B2 Aviation ACTS AS HIS OR HER AGENT IN ARRANGING THE FLIGHT. FOR PUBLIC CHARTER FLIGHTS IN WHICH B2 Aviation ACTS AS AN INDIRECT AIR CARRIER, SEE OUR OPERATOR-PARTICIPANT CONTRACT BELOW. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SERVICE. TO HAVE A COPY OF THESE TERMS OF SERVICE, EULA AND THE B2 AVIATION PRIVACY POLICY SENT TO YOU, CONTACT B2 Aviation AT info@b2aviation.com.

4. YOUR ACCOUNT.

4.1. Account Registration. If you choose to register for an account, you must complete the account registration process by providing us with current, complete, and accurate information as prompted by the applicable registration form. You agree to register only once using a single account. You agree you will not (i) register on behalf of another person; (ii) register under the name of another person or under a fictional name or alias; (iii) choose a username that constitutes or suggests an impersonation of any other person (real or fictitious) or entity or that you are a representative of an entity when you are not, or that is offensive; (iv) choose a username for the purposes of deceiving or misleading our users and/or the B2 Aviation as to your true identity; or (v) choose a username that incorporates a solicitation.

4.2. Account Information. You are entirely responsible for maintaining the confidentiality of your account information and password. Furthermore, you are entirely responsible for any and all activities that occur under your account. You should notify us immediately of any known or suspected unauthorized use of your username and password or any other breach of security. B2 Aviation will not be liable for any loss that you may incur as a result of someone else using your username, password, or account, either with or without your knowledge. You could be held liable for losses incurred by B2 Aviation or another party due to someone else using your username, password, or account. You may not use anyone else’s account at any time, without the permission of the account holder. Your account is unique to you and may not be transferred to any third party.

4.3. Account Security. B2 Aviation cares about the integrity and security of your account information. However, B2 Aviation cannot guarantee that unauthorized third parties will never be able to defeat the Service’s security measures or use any personal information you provide to us for improper purposes. You acknowledge that you provide your account information at your own risk.

4.4. Termination, Suspension, and Restrictions. B2 Aviation may terminate or suspend your access to or ability to use the Service immediately, without prior notice or liability, for any reason or no reason, including breach of this Agreement. In particular, B2 Aviation may immediately terminate or suspend accounts that have been flagged for Intellectual Property infringement. Upon termination of your access to or ability to use the Service, your right to use or access the Service will immediately cease. B2 Aviation may change, restrict access to, suspend, or discontinue any aspect of the Service at any time, including availability of any feature, database, or content. B2

Aviation may also impose limits on certain features and services or restrict your access to all or parts of the Service without notice or liability. You acknowledge that you have continued right to use the Service, nor do we have any continuing obligation to provide the Service.

4.5. Survival of Terms. This Agreement's terms and conditions that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Service shall not relieve you of any obligations arising or accruing prior to termination or limit any liability that you otherwise may have to B2 Aviation or any third party.

5. CONDUCT. As a condition of your use of and access to the Service, you agree not to use the Service for any unlawful purpose or in any way that violates these Terms. Any use of the Service in violation of these Terms of Service may result in, among other things, termination or suspension of your account and your ability to use the Service. You may not engage in any of the following prohibited activities:

- (a) Copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; collecting or harvesting any personally identifiable information, including account names, from the Service; altering, modifying or creating derivative works of the Service, or any portion thereof;
- (b) Using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service; accessing any content or features of the Service through any technology or means other than those provided or authorized by the Service;
- (c) Transmitting spam, chain letters, or other unsolicited email; using the Service for any commercial solicitation purpose or political campaigning;
- (d) Attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Service; uploading invalid data, viruses, worms, or other software agents through the Service; bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or features or enforce limitations on use of the Service or the content or features therein;
- (e) Taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on Service infrastructure; interfering with the proper working of the Service;
- (f) Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; or
- (g) Disrupting the normal flow of dialogue, causes a screen to "scroll" faster than other Users are able to type, or otherwise negatively affects other Users' ability to engage in real time exchanges.
- (h) Users may not use the Service or any content contained in the Service (including, but not limited to, content of other users, designs, text, graphics, images, video, information, logos, software, audio files and computer code) in connection with any commercial endeavors, such as advertising or soliciting any user to buy or sell any products or services not offered by B2 Aviation. B2 Aviation may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Service, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Service.

17. Your Use of the Service and the Content. Your rights to use the Service are expressly conditioned on the following:

- a. You may access the Service for your personal and informational purposes only, and solely as

intended through the provided functionality of the Service and as permitted under this EULA.

b. Unless expressly permitted, you may not alter, modify, create derivative works of, sell, license, or in any way exploit any part of the Service.

c. Unless expressly permitted, you agree not to copy, reproduce, distribute, publish, display, perform, transmit, stream, or broadcast any part of the Service without B2 Aviation's prior written authorization, including, by way of example and not limitation, by doing or engaging in any of the following without B2 Aviation's express written consent:

i. altering, defacing, mutilating, or otherwise bypassing any approved software through which the Service is made available; and

ii. using any trademarks, service marks, design marks, logos, photographs, or other content belonging to B2 Aviation or obtained from the Service.

d. You agree not to bypass, circumvent, damage, or otherwise interfere with any security or other features of the Service (including Content and collectively, "Service Materials") designed to control the manner in which the Service is used, harvest or mine Content from the Service, or otherwise access or use the Service in a manner inconsistent with individual human usage.

e. You agree not to undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of any aspect of the Service or Content or any part thereof, or attempt to do any of the foregoing, except and solely to the extent permitted by this EULA, the authorized features of the Service or Content, or by law, or otherwise attempt to use or access any portion of the Service other than as intended by B2 Aviation.

f. You agree not to use, display, mirror, frame, or utilize framing techniques to enclose the Service or the Content, or any portion thereof, through any other application or website, unless and solely to the extent B2 Aviation makes available the means for embedding any part of the Service or the Content.

g. You agree not to access, tamper with, or use non-public areas of the Service, B2 Aviation's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of B2 Aviation's providers.

h. You agree not to harass, abuse, harm, or advocate or incite harassment, abuse, or harm of another person or group, including B2 Aviation employees or contractors..

i. You agree not to provide any false personal information to B2 Aviation.

j. You agree not to create a false identity or impersonate another person or entity in any way.

l. You agree not to solicit, or attempt to solicit, personal information from other users of the Service.

m. You agree not to restrict, discourage, or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of such person, or collect information about users of the Service.

n. You agree not to use the Service, without B2 Aviation's express written consent, for any commercial purpose, including communicating or facilitating any commercial advertisement or solicitation.

o. You agree not to gain unauthorized access to the Service, to other users' accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service.

p. You agree not to post, transmit or otherwise make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or

hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service.

q. You agree not to interfere with or disrupt the Service, networks, or servers connected to the Service or violate the regulations, policies or procedures of such networks or servers.

r. You agree not to violate any applicable federal, state, or local laws or regulations or the EULA.

s. You agree not to assist or permit any persons in engaging in any of the activities described above.

7. COPYRIGHT POLICY.

7.1. Copyright Agent. B2 Aviation respects the intellectual property rights of others and expects users of the Service to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to our designated copyright agent ("**Copyright Agent**"). Our designated Copyright Agent to receive notifications of claimed infringement is:

Gora LLC
9 W. Broad St., Suite 550
Stamford, CT 06902
C/O Richard S. Gora, Esq.
rich@goralaw.com
www.goralaw.Com

For clarity, only Digital Millennium Copyright Act (DMCA) notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to info@b2aviation.com. You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

8. THIRD PARTIES.

a. You understand that by using the Service, you may encounter data, information, applications, or materials from third parties, including other users of the Service ("Third Party Materials") and other content, including content from B2 Aviation (collectively (including Third Party Materials), "Content"), that may be deemed offensive, indecent, or objectionable, which Content may or may not be identified as having explicit language or other material. Nevertheless, you agree to use the Service, and rely upon any Content accessible through the Service, at your sole risk and that B2 Aviation will not have any liability to you for Content that may be found to be offensive, indecent, or that is inaccurate, incomplete, untimely, invalid, illegal, indecent, of poor quality or otherwise objectionable.

b. You agree and understand that the Service contains proprietary content, information, and material that is protected by applicable intellectual property and other laws, including, but not limited to, copyright, and that you will not use such proprietary content, information, or materials except for permitted use of the Service. No portion of the Service may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you will not exploit the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Service in any manner to harass, abuse, stalk, threaten, defame, or otherwise infringe or violate the rights of any other party, and that B2 Aviation is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, illegal, or other harmful messages or transmissions that you may receive as a result of using the Service.

c. In addition, third party services and Third Party Materials that may be accessed from, displayed on, or linked to from your device are not available in all languages or in all countries. B2 Aviation makes no representation that such services and materials are appropriate or available for use in any particular

location. To the extent you choose to access such services or materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including, but not limited to, applicable local laws. B2 Aviation and its licensors reserve the right to change, suspend, remove, or disable access to such services at any time without notice. In no event will B2 Aviation be liable for the removal of or disabling of access to any such services. B2 Aviation may also impose limits on the use of or access to certain services at any time, in any case and without notice or liability.

20. Ownership. The Service, and the media and materials contained therein, including all intellectual property rights therein, is the sole and exclusive property of B2 Aviation and its licensors. Except for the limited license expressly granted by and to you under this EULA, no other rights, licenses, or immunities are granted or will be deemed to be granted under this EULA, either expressly, or by implication, estoppel or otherwise. All rights not expressly granted by a party hereunder are expressly reserved.

13. GENERAL DISCLAIMERS. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE (INCLUDING, WITHOUT LIMITATION), IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, B2 Aviation, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. B2 Aviation DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT SERVICE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. B2 Aviation DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENT OR DATA ON THE SERVICE, WITH RESPECT TO THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. B2 Aviation DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCTS, OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY OTHER ADVERTISING, AND B2 Aviation WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF PRODUCTS OR SERVICES THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

14. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL B2 AVIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM YOUR USE OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, MOBILE SERVICES), OR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR DATA, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR DATA OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT OR DATA POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT B2 Aviation IS ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT B2 Aviation SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. IN NO EVENT WILL B2 Aviation's TOTAL AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU TO USE THE SERVICE DURING THE PRIOR SIX (6) MONTHS.

15. INDEMNIFICATION. To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless B2 Aviation, its affiliates and subsidiaries, and each of their, officers, directors, managers, members, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, settlements, costs or debt, and expenses (including but not limited to attorneys' fees) arising from, without limitation: (i) your use of and access to the Service (including, without limitation, Mobile Services); (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your User Content caused damage to a user or third party. B2 Aviation may assume the exclusive defense and control of any matter for which users have agreed to indemnify B2 Aviation and you agree to assist and cooperate with B2 Aviation in the defense or settlement of any such matters. This defense and indemnification obligation will survive the termination of this Agreement and your use of the Service.

16. GOVERNING LAW AND DISPUTE RESOLUTION.

16.1. Governing Law. This Agreement shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles.

16.2. Mandatory Arbitration. For any dispute you have with B2 Aviation, you agree to first contact B2 Aviation and attempt to resolve the dispute informally. If B2 Aviation has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The arbitration will be conducted in Connecticut in the United States. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This arbitration agreement survives the termination of this Agreement between you and B2 Aviation.

16.3. Waivers of Class Action and Trial by Jury. YOU AND B2 Aviation BOTH WAIVE ANY RIGHT TO PARTICIPATE IN ANY CLASS ACTION INVOLVING DISPUTES BETWEEN US, AND YOU AND B2 AVIATION ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THIS CLASS ACTION WAIVER IS AN ESSENTIAL PART OF OUR ARBITRATION AGREEMENT AND MAY NOT BE SEVERED. IF FOR ANY REASON THIS CLASS ACTION WAIVER IS FOUND UNENFORCEABLE, THEN THE ENTIRE ARBITRATION AGREEMENT WILL NOT APPLY. HOWEVER, THE WAIVER OF THE RIGHT TO TRIAL BY JURY SET FORTH IN THIS SECTION WILL REMAIN IN FULL FORCE AND EFFECT.

16.4. Other Remedies. Notwithstanding the foregoing, either party may bring an individual action in small claims court. Nothing in this Section precludes you from bringing issues to the attention of federal, state or local agencies. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Service.

16.5. Time Limitations. YOU HEREBY WAIVE AND FOREVER RELINQUISH ANY STATUTE OF LIMITATIONS OR STATUTE OF REPOSE RELATING IN ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT. YOU AND B2 Aviation AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, REGARDLESS OF WHEN YOU FIRST DISCOVERED OR SHOULD HAVE DISCOVERED THE FACTS SUPPORTING THE CAUSE OF ACTION. YOU HEREBY WAIVE, AND AGREE NOT TO ASSERT, ANY ARGUMENT TO TOLL OR OTHERWISE DELAY THE BEGINNING OF ANY TEMPORAL LIMITATIONS TO BRING A CLAIM ARISING OUT OF OR RELATED TO THE SERVICE OF THIS AGREEMENT. YOU FURTHER AGREE THAT UPON EXPIRATION OF THE TIME LIMITATION HEREIN YOU SHALL NO LONGER HAVE ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE OF THIS AGREEMENT.

17. DISCLOSURES. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect B2 Aviation's systems and users, or to ensure the integrity and operation of B2 Aviation's business and systems, B2 Aviation may access and disclose any information it considers necessary or appropriate, including, without limitation, account information (i.e. name, email address, etc.), IP addressing and traffic information, usage history, and posted User Content. B2 Aviation's right to disclose any such information, as applicable, shall be pursuant to the terms of B2 Aviation's Privacy Policy. Please see B2 Aviation's Privacy Policy for the terms of our personal information collection and use practices with respect to the Service.

18. NOTICE FOR CALIFORNIA USERS. Under California Civil Code Section 1789.3, California users of the online services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

19. OTHER JURISDICTIONS. By accessing or using the Service, or submitting information, you acknowledge that you accept the practices and policies outlined in this Agreement and consent to having your data transferred to and processed in the United States. If you do not agree to the terms of this Agreement, please do not use the Service. The Service is controlled and operated by B2 Aviation from the United States. We do not represent or warrant that the Service, or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Service, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We may limit the availability of the Service, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion.

20. GENERAL. This Agreement, including, without limitation, these Terms of Service, together with the Privacy Policy and any other legal notices published by us on the Service, shall constitute the entire agreement between you and B2 Aviation concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and B2 Aviation's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. We reserve the right to amend this Agreement, including, without limitation, these Terms of Service and the Privacy Policy, at any time and without notice, and it is your responsibility to review this Agreement, including, without limitation, these Terms of Service and the Privacy Policy for any changes. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by B2 Aviation without restriction. Your use of the Service following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.

21. CONTACT INFORMATION. If you have any questions, feedback or to report a violation regarding these Terms of Service, you may email us at info@b2aviation.com.