

AerNow Terms of Service

Effective Date: February 26, 2016

THESE TERMS OF SERVICE (THE “**AGREEMENT**”) CONTAIN LEGAL OBLIGATIONS. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING OUR WEBSITE, MOBILE VERSIONS, APPLICATIONS OR ANY OTHER PRODUCT OR SERVICE OFFERED BY AERNOW OR AERNOW’S PARTNERS.

1. **Introduction; Ownership of Service.** The AerNow website (www.aernow.com and any variations of or successors to the website, collectively, the “**AerNow Website**” or the “**Website**”) and the AerNow mobile, web, console, desktop and other applications and other products and services provided by AerNow (together with the Website, the “**AerNow Service**” or the “**Service**”) are owned by AerNow, Inc. and, from time to time, its subsidiaries, affiliates, successors and assigns (collectively referred to as “**AerNow**”). The AerNow Service provides users with the ability to access and view a variety of audiovisual content and other information, data and content (“**Content**”) through the Website and other websites, mobile, web, console, desktop and other applications provided and operated by AerNow. The AerNow Service may expand or change from time to time.

2. **Application of General Terms of Service.** Use by end users of this Website and/or the AerNow Service is governed by this Agreement. Unless explicitly stated otherwise, any new services, including any new AerNow websites, applications, software, products or properties, shall be subject to this Agreement. In addition, AerNow may have separate registration procedures and separate terms and conditions, user agreements, or similar legal agreements for certain of its services. When you are using any service or product offered by AerNow that does not have a separate legal agreement, this Agreement will apply. In addition, AerNow also may offer certain services from time to time that are governed by the terms of service of its respective service partners. Where the AerNow Service is running on third party websites, the terms and conditions of use of those websites may be applicable in addition to these terms and conditions.

3. **Acceptance of Terms of Service.** BY USING THE WEBSITE AND/OR THE AERNOW SERVICE OR BY CLICKING A BOX THAT STATES YOU AGREE TO THIS AGREEMENT, YOU AGREE TO BE BOUND BY THIS AGREEMENT. If you do not agree to the terms in this Agreement, you must not use the Website and/or the AerNow Service. AerNow in its sole discretion may amend or modify this Agreement, and your use of the Website and/or the AerNow Service after such changes are posted on the Website will constitute acceptance of it by you.

4. **Accuracy.** Although we attempt to periodically update information on the Website and/or the AerNow Service, the data, content, information, and materials displayed may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currentness of any information on the Website and/or the AerNow Service, and we undertake no obligation to update or revise the information contained therein, whether as a result of new information, future events or circumstances or otherwise. AerNow does not have a duty to update such information, and we will not be liable for any failure to update such information. It is your responsibility to verify any information contained in the Website and/or the AerNow Service before relying upon it.

5. **Conditions and Restrictions of Use.**

5.1 **Termination.** Use of the Website and/or the AerNow Service is subject to your compliance with the terms of this Agreement. You acknowledge and agree that AerNow may, in its sole

discretion, without notice, terminate and/or suspend your access to any portion of the Website and/or the AerNow Service, should you fail to comply with this Agreement or any other guidelines and rules published by AerNow. AerNow further reserves the right to terminate or suspend any user's access to the Website and/or the AerNow Service, in whole or in part, for any conduct that AerNow, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to AerNow or its affiliates, licensors or business partners, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. AerNow further reserves the right to terminate or suspend any user's access to the Website and/or the AerNow Service for any reason or for no reason at all, in AerNow's sole discretion, without notice.

5.2 Access to Content. Please be aware that the majority of the Content found on or through the Website and/or the AerNow Service is for general audiences, but there may be certain adult or mature content. Where there is mature or adult content, individuals who are less than 18 years of age or are not permitted to access such content under the laws of any applicable jurisdiction may not access such content. If AerNow learns that anyone under the age of 13 seeks to conduct a transaction through the Services, AerNow will require verified parental consent, in accordance with the Children's Online Privacy Protection Act of 1998 ("COPPA"). Certain areas of the Website and/or the AerNow Service may not be available to children under 13 under any circumstances.

5.3 Registration and Privacy. In some cases, use of the Website or the AerNow Service will require the user to register and provide certain data. In registering and providing such data, you represent and warrant that: (a) the information about yourself is true, accurate, current, and complete (apart from optional items) as required by AerNow ("**Registration Data**") and (b) you will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or AerNow has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, AerNow has the right to suspend or terminate your account and refuse any and all current or future use of the Website and/or the AerNow Service. All AerNow registrations become the exclusive property of AerNow, its affiliates, successors, and assigns. AerNow reserves the right to use and reuse all registration and other personally identifiable user information subject to the AerNow Privacy Policy, which is found at <http://www.aernow.com/privacy/>. By using the Website and/or the AerNow Service, you acknowledge receipt of the AerNow Privacy Policy, including our Note Regarding the Use of the Site by Children. Users may edit, update, alter or remove their personally identifiable information at any time by following the instructions set forth in the AerNow Privacy Policy. For those portions of the Website and/or the AerNow Service that require registration, a username and password will be required. You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur under your username or password. You agree to (a) immediately notify AerNow of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. AerNow shall not be liable for any loss or damage arising from your failure to comply with this requirement.

5.4 Responsibility for Minors. In cases where you have authorized a minor to use the Website and/or the AerNow Service, you recognize that you are fully responsible for: (a) the online conduct of such minor; (b) controlling the minor's access to and use of the Website and/or the AerNow Service; and (c) the consequences of any misuse by the minor. YOU ACKNOWLEDGE THAT SOME AREAS OF THE WEBSITE AND/OR THE AERNOW SERVICE MAY CONTAIN MATERIAL THAT IS INAPPROPRIATE FOR MINORS.

5.5 **Content Not Screened or Error Free.** You acknowledge and agree that by using the Website and/or the AerNow Service, you may be exposed to Content that is offensive, indecent or objectionable. You further acknowledge and agree that the Website and/or the AerNow Service and the Content may contain errors or omissions. You acknowledge and agree that AerNow does not screen or review published content on the Website and/or the AerNow Service to determine whether it contains false or defamatory material, or material which is offensive, indecent, objectionable, or which contains errors or omissions. Under no circumstances shall AerNow be liable in any way for any user or other Content, including, but not limited to, for any defamation, falsehoods, errors or omissions in any such Content, or for any loss or damage of any kind incurred as a result of the use or publication of any such Content posted, emailed or otherwise transmitted via the Website and/or the AerNow Service. AerNow does not guarantee that any Content will be to your satisfaction. In the event that you believe that Content published on or through the Website and/or the AerNow Service contains defamatory material or otherwise is published in violation of this Agreement, please contact us immediately by email at legal@aernow.com, or our mailing address at AerNow, Inc., c/o Legal Department, 111 Potrero Avenue, San Francisco, CA 94103.

5.6 **User Agreement Not to Circumvent Publishers' Ownership Rights.** You acknowledge and agree that your rights to view the Content that you access on the Website and/or through the AerNow Service are strictly limited to the terms of those rights that you obtained in connection with your access to the Content itself. Except as permitted expressly by such rights, you may not copy, reproduce, modify, publish, transmit, transfer or sell, maintain, retain, create derivative works from, distribute or re-distribute, perform, link, display or in any way exploit any Content obtained on the Website and/or through the AerNow Service, including, without limitation, by incorporating data and or Content from the Website and/or the AerNow Service into any e-mail, search, catalogue, directory, or other "white pages" products or service, whether browser-based, based on proprietary client-site applications, web-based, or otherwise. You understand, agree and acknowledge that engaging in any of the aforementioned conduct may constitute a crime and/or other form of unlawful behavior for which you may be held criminally and/or civilly liable.

6. **Prohibited Conduct.** In addition to section 5.6 above, you agree that you will not use the Website and/or the AerNow Service to:

- a. Upload, post, email, otherwise transmit, or post links to any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.
- b. Upload, post, email, otherwise transmit, or post links to any Content that promotes illegal activity.
- c. Upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age or harm minors in any other way.
- d. Collect or store personally identifying information about other users for commercial or unlawful purposes.
- e. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity or employ misleading email addresses or falsify information in the header, footer, return path, or any part of any communication, including emails, transmitted through the Website and/or the AerNow Service.
- f. Upload, post, email, otherwise transmit, or post links to any Content that you do

not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) or upload, post, email, otherwise transmit, or post links to any Content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party, or contributing to inducing or facilitating such infringement. This prohibition shall include, without limitation, the following forms of software piracy: (i) making available copyrighted software or other Content that has had the copyright protection removed; (ii) making available serial numbers for software that can be used to illegally validate or register software; (iii) making available tools that can be used for no purpose other than for "cracking" software or other copyrighted Content; (iv) making available any software files for which the user does not own the copyright or have the legal right to make available.

g. Upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose.

h. Upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Website and/or the AerNow Service.

i. Conduct your own contests and promotions or upload, post, email, otherwise transmit, or post links to any Content regarding any raffle, contest or game requiring a fee by participants.

j. Interfere with or disrupt the Website and/or the AerNow Service or servers or networks connected to the Website and/or the AerNow Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Website and/or the AerNow Service.

k. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law or use the Website and/or the AerNow Service to sell, purchase, or offer to sell or purchase any registered or unregistered securities, or upload, post, email, otherwise transmit, or post links to any material that is false, misleading, or designed to manipulate any equity, security, or other market.

l. Fail to complete any transaction after submitting an order to purchase any goods or services, subject to any specific terms and conditions governing such transactions, or submit any order to purchase goods or services where you do not intend to complete the transaction.

m. Purchase any goods or services that you are prohibited from purchasing or possessing by any law applicable to you in your jurisdiction. The responsibility for ensuring compliance with all such laws shall be yours. By submitting an order to purchase goods or services, you represent and warrant that you have the legal right to purchase such goods or services.

n. Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any software deployed in connection with the Website

and/or the AerNow Service.

o. Advertise, offer for sale, or sell any item you are prohibited from advertising or selling by any applicable local, state, national, or international law, including regulations having the force of law.

p. You expressly acknowledge and agree that AerNow may preserve your Content and may also disclose your Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that your Content violates the rights of third-parties; or (iv) protect the rights, property, or personal safety of AerNow, its users and the public. You acknowledge and agree that the technical processing and transmission of the Website and/or the AerNow Service, including your Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. You further acknowledge and agree that other data collected and maintained by AerNow with regard to its users may be disclosed in accordance with AerNow's Privacy Policy.

q. AerNow also may suspend or terminate any user account for the Website and/or the AerNow Service because of user inactivity. For example, an AerNow account may be terminated or suspended if a user fails to sign-in for an extended period of time. What is considered "user inactivity" varies depending on the service. If one of your accounts is suspended or terminated for inactivity, your right to use such service immediately ceases.

7. Notice and Procedure for Making Claims of Copyright or Intellectual Property

Infringement. AerNow respects your copyrights and other intellectual property rights and those of other third parties. AerNow does not, however, independently confirm that all Content made available on the Website and/or the AerNow Service is provided by a valid rights holder. In the event that AerNow becomes aware that Content published on the Website and/or the AerNow Service has been provided by a user who is not a valid rights holder, AerNow may, in appropriate circumstances and at its discretion, disable and/or terminate the publication of such Content. If you believe that your work has been copied or published in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify us by mail at AerNow, Inc. c/o Legal Department, 111 Potrero Avenue, San Francisco, CA 94103, or by email at legal@aernow.com, and provide the following information: (a) an electronic or physical signature of a person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (b) a description of the copyrighted work or other intellectual property that you claim has been infringed; (c) a description of where the material that you claim is infringing is located or found; (d) your address, telephone number and, if available, an email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you that the above information provided by you in your notice is accurate and, under penalty of perjury, that you are the copyright or intellectual property owner or authorized to act on behalf of the copyright or intellectual property owner. For a full understanding of any rights and or remedies you may have in the case of any infringement, please consult with an attorney.

8. License To Content. Except as otherwise provided by the AerNow Privacy Policy, with respect to any Content posted by you on, to, or through the Website and/or the AerNow Service, you grant AerNow a world-wide, royalty free, perpetual, license to use, copy, transmit, publicly display, publicly perform, create compilations including, create derivative works of, and distribute such Content to publish and promote such Content in connection with the particular service and to publish and promote such Content elsewhere within the Website and/or the AerNow Service. Such license shall

apply with respect to any form, media, or technology now known or later developed.

9. **DISCLAIMER OF WARRANTIES.** THE WEBSITE AND THE AERNOW SERVICE IS PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, AERNOW DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE WEBSITE AND/OR THE AERNOW SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, AERNOW DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE WEBSITE AND/OR THE AERNOW SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED ON THE WEBSITE AND/OR THE AERNOW THE SERVICE, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH THE WEBSITE AND/OR THE AERNOW SERVICE OR THROUGH ANY LINKS PROVIDED ON THE WEBSITE AND/OR THE AERNOW SERVICE. AERNOW SIMILARLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE WEBSITE AND/OR THE AERNOW SERVICE. YOU EXPRESSLY UNDERSTAND AND AGREE THAT AERNOW DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF INFORMATION OR MATERIAL ON THE WEBSITE AND/OR THE AERNOW SERVICE. AERNOW DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL. AERNOW DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE WEBSITE AND/OR THE AERNOW SERVICE, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. AERNOW MAKES NO WARRANTY REGARDING THE RELIABILITY OR ACCESSIBILITY OF WEB PAGES OR ANY STORAGE FACILITIES OFFERED BY AERNOW. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE AND/OR THE AERNOW SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS IN THE DOWNLOAD OF SUCH MATERIAL.

10. **LIMITATIONS ON LIABILITY.** IN NO EVENT SHALL AERNOW BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THE WEBSITE AND/OR THE AERNOW SERVICE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF AERNOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF AERNOW IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE MAXIMUM LIABILITY OF AERNOW FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE AND/OR THE AERNOW SERVICE IS THE AMOUNT PAID BY YOU TO AERNOW IN THE ONE MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO ANY LIABILITY. IN NO EVENT SHALL AERNOW BE LIABLE FOR ANY FAILURE, INTERRUPTION OR ERROR WITH RESPECT TO ANY ASPECT OF THE WEBSITE AND/OR THE AERNOW SERVICE, INCLUDING THE AVAILABILITY OF ANY FEATURE OR FUNCTIONALITY.

11. **Indemnity.** You hereby agree to indemnify and hold AerNow and its affiliates, directors, officers, agents, licensors, co-branders or other partners, and employees harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (A) your use of the Website and/or the AerNow Service; (B) Content you submit, post, transmit or make

available through the Website and/or the AerNow Service; or (C) any alleged breach of this Agreement by you.

12. **Third Party Links.** The Website and/or the AerNow Service may contain links and pointers to other websites, mobile applications and resources. Links to websites or locations maintained by third parties do not constitute an endorsement by AerNow of any such third party website or content and AerNow disclaims all liability with regard to your access to such linked sites. AerNow provides links to other sites as a convenience to users, and access to any other sites linked to the Website and/or the AerNow Service is at your own risk. You should direct any concerns regarding any external link to this Website administrator or the Webmaster of the applicable third party website or location.

13. **Governing law; Consent to Exclusive Jurisdiction; Legal Expenses.** This Agreement and the relationship between you and AerNow shall be governed by and construed and interpreted in accordance with the laws of the state of California without regard to its conflict of law provisions. You agree to irrevocably submit to the personal and exclusive jurisdiction of the federal or state courts located in the city and county of San Francisco in the Northern District of the state of California for the adjudication of any and all claims arising out of your use of the Website and/or the AerNow Service, and you waive any objection thereto. The prevailing party in any lawsuit or proceeding arising from or related to this Agreement will be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.

14. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. All waivers by AerNow under this Agreement must be in writing or later acknowledged by AerNow in writing. Any waiver or failure by AerNow to enforce any provision of this Agreement on one occasion will not be deemed a waiver by AerNow of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with applicable law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the applicable law, and the remaining provisions will remain in full force. Upon request from AerNow, you agree to provide such documentation or records with respect to your use of the Website and/or the AerNow Service as may be reasonably requested by AerNow to verify your compliance with the terms of this Agreement and all applicable laws. Sections 3, 9, 10, 11, 13 and 14 of this Agreement will survive any termination or cancellation of this Agreement.

15. **Notice for California Users.** Under California Civil Code Section 1789.3, California users of the Website and/or the AerNow Service 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 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

16. **Questions.** If you have questions or concerns about this Agreement, please contact us. You may contact us by email at legal@aernow.com or at our mailing address below:

AerNow, Inc.
c/o Legal Department
111 Potrero Avenue
San Francisco, CA 94103