# Aviana Global Technologies Website Terms and Conditions of Use

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# 1. ACCEPTANCE OF TERMS

By using the Site, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Site. Aviana provides the information, products and services on the Site to you, conditioned upon your acceptance, without modification, of the Terms contained herein. Your use of the Site constitutes your agreement with such Terms.

We reserve the right to change these Terms, in whole or in part, in our own discretion at any time. You can determine when these Terms were last revised by referring to the "LAST UPDATED" legend at the top of these Terms. Such modifications shall be effective immediately upon the linking of modified Terms to the Site, and, if you possess an account through the Site for which you have provided an e-mail address ("Account"), by communicating the modifications to you either

- (i) when you log in to the Site or
- (ii) by sending the modifications to the e-mail address that you have provided to us.

You agree to comply with, and be bound by, any such modifications

- (i) by continuing to use or access the Site after modified Terms are posted to the Site or
- (ii) if you possess an Account, by not requesting to terminate your Account within seven (7) days after receiving a notice of modifications as described above.

In addition, your use of a particular Aviana service may be subject to specific guidelines or rules ("Service-specific Rules") posted from time to time and incorporated by this reference into the Terms. If you do not accept our Terms or any Service-specific Rules, you should refrain from accessing the Site and its services. If we change any Service-specific Rules, we will post the changed version on the location where those Service-specific Rules normally appear, reference the change on the primary page for that service and include a link to the previous version of the terms or rules.

Aviana reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or any service (or any part thereof). Aviana shall not be liable to any user or other third party for any such modification, suspension or discontinuance except as expressly provided herein.

# 2. U.S.-BASED WEBSITE

The Site is controlled and operated by Aviana from the United States, and, except as expressly set forth herein, is not intended to subject Aviana to the laws or jurisdiction of any state, country or territory other than that of the United States. Aviana does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site, you do so on your own initiative and at your own risk, and are responsible for complying with all local laws, rules and regulations. You are also subject to U.S. export controls and are responsible for any violations of such controls, including any U.S. embargoes or other federal rules and regulations restricting exports. Aviana may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction Aviana chooses, at any time and in Aviana's sole discretion. By using the Site, you hereby certify that you are not (a) a citizen or permanent resident of any country on which the United States has embargoed goods, technology and/or services (e.g., Cuba, Iran, North Korea, Sudan, Syria, or Crimea), and (b) on any of the relevant U.S. Government Lists of prohibited or restricted persons, including but not limited to the Treasury Department's List of Specially Designated Nationals, and the Commerce Department's List of Denied Persons or Entity List, and that your use of Aviana products and services is in compliance with the applicable U.S. export control and economic sanctions laws and regulations. For further information on the export controls and sanctions laws see, https://www.bis.doc.gov/index.htm and https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx.

# 3. REGISTRATION

You may be required to register with Aviana in order to access certain areas of the Site. In the course of registration, you must:

- (i) provide true, accurate, current and complete information on the registration form and
- (ii) maintain and promptly update such registration information as necessary.

If, after investigation, we have reasonable grounds to suspect that any user's information is untrue, inaccurate, not current or incomplete, we may suspend or terminate that user's account and prohibit any and all current or future use of the Site (or any portion thereof) by that user. You may not use a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that Aviana rejects for any other reason in its sole discretion. Your user name and password are for your personal use only, and not for use by any other person. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and agree not to lend or transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all interactions with the Site that occur in connection with your password or user name. You agree to notify Aviana immediately of any unauthorized use of your password or user name or any other breach of security related to your account or the Site, and to ensure that you "log off"/exit from your account with the Site (if applicable) at the end of each session. Aviana is not liable for any loss or damage arising from a user's failure to comply with this Section, including any loss or damage arising from any user's failure to

- (a) immediately notify Aviana of any unauthorized use of his or her password or account or any other breach of security and
- (b) ensure that he or she "logs off"/exits from his or her account at the end of each session.

# **4. PROPRIETARY RIGHTS; LICENSE GRANTS**

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### 5. INFORMATION SUBMITTED THROUGH THE SITE

Your submission of information through the Site is governed by Aviana's Privacy Policy (the "Privacy Policy") and is hereby incorporated into these Terms by this reference. By accepting these Terms you agree to our collection, use, and disclosure of your information as described in the Privacy Policy.

You represent and warrant that any information that you provide in connection with your use of the Site is and shall remain true, accurate, and complete, and that you will maintain and update such information regularly. You agree that if any information that you provide is or becomes false, inaccurate, obsolete or incomplete, Aviana may terminate your use of the Site.

Unless otherwise specifically agreed to by you and Aviana, by uploading, e-mailing, posting, publishing or otherwise transmitting information, sample data, event types, tags, comments, suggestions, content or other materials to the Site or Aviana (each a "Contribution"), you hereby acknowledge that such Contribution is non-confidential and automatically grant (or warrant that the owner of such rights has expressly granted) to Aviana a perpetual, irrevocable, world-wide, non-exclusive, sub-licensable, fully paid-up and royalty-free license to use, make, have made, offer for sale, sell, copy, distribute, perform, display (whether publicly or otherwise), modify, adapt, publish and transmit such Contributions in any form, medium, or technology now known or later developed, and to grant to others rights to do any of the foregoing. In addition, you warrant that all so-called moral rights in the content have been waived. For each Contribution, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this Section, and that such Contribution, and your provision thereof to and through the Site, comply with all applicable laws, rules and regulations.

Aviana will not pre-screen or review Contributions, but Aviana reserves the right to refuse or delete any Contributions in its discretion. You acknowledge and agree that Aviana reserves the right (but has no obligation) to do one or more of the following in its discretion, without notice or attribution to you:

- (i) monitor Contributions as well as your access to the Site;
- (ii) alter, remove, or refuse to post or allow to be posted any Contribution; and/or
- (iii) disclose any Contributions, and the circumstances surrounding their transmission, to any third party in order to operate the Site, in order to protect Aviana, its suppliers or licensees and their respective employees, officers, directors, shareholders, affiliates, agents, representatives, and the Site's users and visitors; to comply with legal obligations or governmental requests; to enforce these Terms; or for any other reason or purpose.

Aviana disclaims any responsibility for the Contributions displayed on its Site. Aviana assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any Contributions or other user information or personalization settings.

Aviana does not control the Community Content posted on the Site and, as such, does not guarantee the accuracy, integrity or quality of such Community Content. Under no circumstances will Aviana be liable in any way for any Community Content, including, but not limited to, liability for any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of such content. By using the Site, you may be exposed to Community Content that is offensive, indecent or objectionable. You must evaluate, and bear all risks associated with, the use of such content, including any reliance on the accuracy, completeness, or usefulness of such content.

# **6. PURCHASES**

If you wish to purchase our products and services, for your convenience, we may provide links on the Site to a web store or e-commerce platform where you can make such purchases. Please be aware that the web store or e-commerce platform may be hosted, operated or managed by a third party, and may be governed by such third party's website terms and conditions and privacy policy. We encourage you to read carefully those third-party terms and conditions and privacy policy prior to making any purchases. These Terms do not govern, and we are not responsible or liable for, your interaction with such third-party managed web store or e-commerce platform.

### 7. RULES OF CONDUCT

While using the Site you will comply with all applicable laws, rules and regulations. In addition, Aviana expects users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the rules of conduct set forth in this Section; any failure to comply may also result in termination of your access to the Site pursuant to Section 13 (Termination). You agree that you will not: Post, transmit, or otherwise make available, through or in connection with the Site:

- a) Anything that is or may be (a) threatening, harassing, degrading or hateful; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent or otherwise objectionable; or (e) protected by copyright, trademark or other proprietary right without the express prior written consent of the owner of such right.
- b) Any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense.
- c) Any virus, worm, Trojan horse or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware or software.
- d) Any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.
- e) Use the Site for any fraudulent or unlawful purpose.
- f) Harvest or collect personally identifiable information about other users of the Site.
- g) Impersonate any person or entity, including any representative of Aviana; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that Aviana endorses any statement you make.
- h) Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.

- i) Restrict or inhibit any other person from using the Site (including by hacking or defacing any portion of the Site).
- j) Use the Site to advertise or offer to sell or buy any goods or services without Aviana's express prior written consent.
- k) Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site (including any content, Software and other materials available through the Site).
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# 8. LINKS

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# 9. DISCLAIMER OF WARRANTIES

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# **10. LIMITATION OF LIABILITY**

IN NO EVENT SHALL AVIANA AND/OR ITS SUPPLIERS/LICENSORS AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, PROFITS OR OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE (HOWEVER ARISING, INCLUDING CONTRACT, EQUITY, NEGLIGENCE OR OTHER TORTIOUS ACTION) EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. THE MAXIMUM LIABILITY OF AVIANA AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND LICENSORS/SUPPLIERS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO AVIANA TO ACCESS AND USE THE SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

# 11. RELEASE

In the event that you have a dispute with one or more Site users, you release Aviana (and our officers, directors, agents and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

# 12. INDEMNITY

To the fullest extent permitted by law, you shall indemnify, defend and hold harmless Aviana, its licensors/suppliers and their respective officers, directors, employees and agents from any and all claims (including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission), demands, damages, costs and liabilities, including reasonable attorneys' fees, arising out of or in connection with: (1) any of your Contributions, including an assertion that the information, content, or other materials or services provided or made available by you or the use thereof, may infringe any copyright, trademark, or other intellectual property rights of any individual or entity, or misappropriate any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials; (2) any breach by you of your obligations under these Terms including the Rules of Conduct set forth in Section 7; (3) your unlawful and/or unauthorized use of,

or activities in connection with this Site. The foregoing indemnities shall survive expiration or termination of these Terms.

# **13. TERMINATION**

Aviana may, in its sole discretion, at any time for any reason or no reason, terminate your access to this Site and any account(s) you may have in connection with this Site, including if Aviana believes that you have violated or acted inconsistently with the letter or spirit of these Terms or if it is required by applicable law, regulation, court or governing agency order.

Our termination of any user's access to the Site hereunder may be effected without notice and, on such termination, we may immediately deactivate or delete user's account and/or bar any further access to such files, and your right to use the Site will immediately cease. Aviana shall not be liable to you or any third party for any termination of your access to the Site or account hereunder.

# 14. CLAIMS OF COPYRIGHT INFRINGEMENT

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Copyright Agent Aviana Global Technologies, Inc. 22600 Savi Ranch Parkway A18 Yorba Linda, CA 92887 compliance@avianaglobal.com +1 714.674.0260

We encourage you to consult your legal advisor before filing a notice or counter-notice.

# 15. FORWARD-LOOKING STATEMENTS.

Some of the information on this Site may contain projections or other forward-looking statements regarding future events or the future financial performance of Aviana. We wish to caution you that these statements are only predictions and actual events or results may differ materially. Such statements include those that (a) use the words "believes," "expects," "anticipates," "estimates" or words of similar importance or meaning; (b) are specifically identified as forward-looking; (c) describe any of Aviana's plans, objectives or goals for future operations and products; or (d) concern the characteristics and growth of Aviana's markets or customers or Aviana's expected liquidity and capital resources. Factors that could cause actual results to differ materially include economic, competitive, governmental and technological influences affecting Aviana's operations, markets, products, services and prices. Further information on potential factors that could affect the actual financial results of Aviana are included in Aviana's filings with

the Securities and Exchange Commission; specifically, Aviana's most recent reports on Form 10-K and Form 10-Q. Aviana does not assume any obligation to update any forward-looking statement to reflect events that occur or circumstances that exist after the date on which they were made.

### 16. GENERAL

The Terms constitute the entire agreement between you and Aviana with respect to your use of this Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Aviana with respect to this Site. The Terms and the relationship between each user and Aviana shall be governed by the laws of the State of California without regard to its conflict of law provisions and each party shall submit to the personal and exclusive jurisdiction of the courts located within the county of San Francisco, California. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. A party may only waive its rights under these Terms, by a written document executed by both parties. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof or of any other provision hereof. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms without Aviana's express prior written consent. No provision of these Terms is intended for the benefit of any third party, and the parties do not intend that any provision should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

# **17. CONTACT & NOTICES**

If you have any general question, comment or complaint regarding the Site, please send an e-mail to compliance@avianaglobal.com. Formal notices to Aviana under these Terms (including a report of any violation of the Terms by any user) shall be sufficient only if in writing and transmitted via personal delivery or delivered by a major commercial rapid delivery courier service or by certified or registered mail, return receipt requested, to: Aviana Global Technologies, Inc., Attention: Legal Department, 22600 Savi Ranch Parkway A18, Yorba Linda, California 92887, with a copy to legal@avianaglobal.com. Notices to you may be made via posting to the Site, by e-mail, or by regular mail, in Aviana's discretion. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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