Aviana Global Technologies

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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

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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.

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5. INFORMATION SUBMITTED THROUGH THE SITE

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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.

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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.

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10. LIMITATION OF LIABILITY

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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,
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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.

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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

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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.

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LAST UPDATED: September 30, 2020