

## Terms of Use

*Effective Date: November 9, 2021*

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITE TO BE SURE YOU UNDERSTAND THEM COMPLETELY AND AGREE TO THESE TERMS OF USE. CONTINUED USE OF THE SITE AND SERVICE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY AND ADHERE TO THESE TERMS OF USE, INCLUDING THE DISPUTE RESOLUTION POLICY IN SECTION 4. THE WEBSITE IS SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT USE OR ACCESS THE WEBSITE OR THE PRODUCTS OR SERVICES PROVIDED OR SUPPORTED VIA THE WEBSITE.

These Terms of Use ("TOU", "Terms of Use" or "Agreement") and our Supernal Privacy Policy govern your access to and use of the website and services operated by Supernal ("Supernal," "we," "us," or "our"). These Terms of Use apply whether you are a "Visitor" (which means that you simply browse the site), or a "Customer" or "Member" (which means that you have enrolled or registered with the sites, or are an existing Customer of Supernal and are using the sites for product or service support. These Terms of Use are a legally binding agreement between you on one hand, and Supernal on the other, and contain important information about the site and your use of the site. If you do not agree to these Terms of Use, you must not access or use the site.

For the avoidance of doubt, this Agreement expressly applies to: (a) your access to and use of the sites; (b) any and all transactions between you and Supernal relating to or arising out of the sites, including for the provision or support of any products or services relating to your relationship with Supernal, and (c) your access to and use of calculators, research tools, text, pictures, graphics, logos, button items, icons, images, works of authorship and other information and all revisions, modifications, and enhancements thereto contained in the sites.

You may not use or enroll in or purchase any products or services, and you may not accept this Agreement, if you are not of a legal age to form a binding contract with Supernal. If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind. Before you continue, you should print or save a local copy of this Agreement for your records.

### **1. OWNERSHIP OF THE SITE**

The site is protected by United States and international copyright, trademark, and other intellectual property laws. Supernal's website may offer featured articles, pictures, information, images, surveys, contests and sweepstakes, advertising, logos, trademarks, audio, video, text, data, music, sound, graphics, photographs, videos, software, and other content and materials on the site (collectively referred to hereinafter as "Content," but excluding specifically User Content as defined below) we hope

will be of interest to our visitors. The Content may not be copied, reproduced, published, republished, uploaded, posted, displayed, transmitted, modified, used to prepare derivative works, distributed, or redistributed in any way in any medium whatsoever now known or later invented, except that you may download one copy of the Content on any single computer for your personal, noncommercial home use only, provided you retain all trademark, copyright and other proprietary notices displayed on, embedded in, or otherwise appearing in any Content. Any attempt to modify the Content or to use the Content for any other purpose constitutes a violation of our copyright and other proprietary rights, and may subject you to injunctive relief, damages, and other penalties. The use of any such material on any other website or networked computer environment is prohibited without the express written permission of Supernal. Supernal makes no representations or warranties that the Content is available, appropriate, or legal to access. Except for User Content (as hereinafter defined), all Content posted on or otherwise available via the site is owned by Supernal or used by Supernal with authorization. Please feel free to browse the site, but you must respect the rules and restrictions set forth in these TOU and our intellectual property rights as set forth in these TOU. No right, title or interest in or to the site or any Content is transferred to you, and all rights not expressly granted in these TOU are reserved by Supernal. Please note that downloading software, information, data, images, or other Content from the site does not give you title or other rights to such Content.

## 2. RESTRICTIONS ON THE USE OF THE SITE

As a condition of using the site, you agree that you will not:

- (a) Without the prior written consent of Supernal, modify, distribute, transmit, display, perform, reproduce, publish, license, create derivative works of, transfer, or sell any Content;
- (b) Remove, obscure, or otherwise modify any copyright, trademark, confidentiality, or other proprietary rights notices displayed on, embedded in, or otherwise appearing in any Content;
- (c) Submit, display, or transmit any User Content (as hereinafter defined) that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party, or User Content that you do not own or have the necessary and appropriate rights to make available under any law or under contractual or fiduciary relationships;
- (d) Submit, display, or transmit any User Content that exceeds Supernal's capacity limits;
- (e) Submit, display, or transmit any spam, duplicative messages, unauthorized promotions or advertisements, surveys, contests, chain letters, or pyramid schemes;
- (f) Forge headers, create a false identity, or otherwise manipulate identifiers in order to deceive others or disguise the origin of any User Content transmitted to or via the site;
- (g) Use the site to threaten, defame, abuse, assault, stalk, harass, or otherwise violate the rights of any other person or entity, including, without limitation, rights of privacy or publicity;
- (h) Publish, post, display, offer, or disseminate any profane, obscene, indecent, unlawful, terroristic, violent, or hateful User Content;

- (i) Collect, store, publish, post, sell, transmit, or disclose personal data about other users of the site;
- (j) Use the site in any way that violates any applicable law or regulation; or
- (k) Monitor or copy Content other than as expressly authorized under these TOU.

### 3. SITE SECURITY USE RESTRICTIONS

Supernal takes the security of its website seriously. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use. In addition to the restrictions set forth above, you may not:

- (a) Use any robot, "bot," spider, crawler, engine, device, software, tool, routine, or any other automatic device or manual process of any kind on the site for any purpose whatsoever without our written permission;
- (b) Engage in any activity that interferes with the proper working of or access to the site or to any host or network;
- (c) Attempt to access data or information not intended for you or log onto a server or account that you are not authorized to access;
- (d) Access or attempt to access any system or servers on which the site is hosted or modify or alter the site in any way;
- (e) Upload or otherwise transmit files that contain viruses, worms, Trojan horses, malicious code, spyware, adware, sniffers, corrupted files, or similar software or programs;
- (f) Restrict or prevent any other user from using the site and/or any products, services, or Content posted on or offered through the site;
- (g) Post or upload User Content (as hereinafter defined) that disrupts the normal flow of dialogue with an excessive amount of User Content (flooding attack) to the site, or that otherwise negatively affects other users' ability to use the website; or
- (h) Link to, frame, or otherwise reproduce the site or any other Supernal website without the prior written consent of Supernal.

Supernal reserves the right to investigate any violations of its system, network, or website security, to involve and cooperate with law enforcement authorities in investigating such violations, and to prosecute violators to the fullest extent of the law.

#### 4. DISPUTE RESOLUTION POLICY: BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

MOST CONCERNS CAN BE RESOLVED QUICKLY AND TO YOUR SATISFACTION BY CONTACTING SUPERNAL'S CUSTOMER SERVICE DEPARTMENT AT CONTACT@SUPERNAL.AERO. IN THE UNLIKELY EVENT THAT WE ARE UNABLE TO RESOLVE YOUR CONCERNS, WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW, AND SUBJECT TO THE TERMS OF THIS AGREEMENT. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS TO THE MAXIMUM EXTENT PERMITTED BY LAW; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ARBITRATIONS, OR ANY OTHER KIND OF CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, REPRESENTATIVE, OR OTHER KIND OF GROUP, MULTI-PLAINTIFF, OR JOINT ACTION ARE NOT PERMITTED. SUPERNAL WILL PAY ALL ADMINISTRATIVE COSTS OF THE ARBITRATOR, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS OR BROUGHT IN BAD FAITH. HOWEVER, IN ARBITRATION, BOTH YOU AND SUPERNAL WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU MIGHT BE IN COURT.

Arbitration Agreement:

(a) Supernal and you agree to arbitrate any and all disputes and claims between us arising out of or relating to this Agreement, use of the sites, or products, services, or programs you purchase, enroll in or seek product/service support for, whether you are a Visitor or Customer, via the sites or through mobile application, except any disputes or claims which under governing law are not subject to arbitration, to the maximum extent permitted by applicable law. This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims between us subject to arbitration to the fullest extent permitted by law. However, any dispute you or we may have relating to copyrights or other intellectual property (as set forth in Section 5 below) shall not be governed by this agreement to arbitrate. For the avoidance of doubt, this means that any claims you or we may have relating to intellectual property rights against the other, including injunctive and other relief sought, may be brought in a court of competent jurisdiction. The agreement to arbitrate otherwise includes, but is not limited to:

claims based in contract, tort, warranty, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; claims relating to your product for which you seek product or service support via the sites; claims arising out of or relating to the Telephone Consumer Protection Act; claims relating to your data privacy or information security; and claims that may arise after the termination of this Agreement.

For purposes of this arbitration provision, references to "Supernal," "you," and "us" shall include our respective parent companies, subsidiaries, affiliates, agents, employees, predecessors in interest,

successors and assigns, website of the foregoing, as well as all authorized or unauthorized users or beneficiaries of services, products or information provided or made available under this or prior Agreements between us relating to or arising from any aspect of your use or access of the sites. You agree that, by entering into this Agreement, you and Supernal are each waiving the right to a trial by jury or to participate in a class or representative action to the maximum extent permitted by law. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement or your relationship with Supernal for any reason.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Supernal should be addressed to: General Counsel, Supernal, Legal Department, 1101 16th Street N.W., Washington, D.C. 20036. ("Notice Address"). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from Supernal ("Demand"). If Supernal and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Supernal may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Supernal or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Supernal is entitled. In arbitration, and to the extent otherwise permitted by law, the parties may exchange "offers of compromise" or stipulate to judgments or awards in the same way the parties could in court, including for example, under California Code of Civil Procedure Section 998 for arbitrations taking place in California. Such offers of compromise shall have the same force and effect as they would in a court proceeding. The arbitration proceedings shall otherwise remain confidential, except for purposes of seeking court intervention (if necessary).

You may obtain more information about arbitration from [www.adr.org](http://www.adr.org)

(c) After Supernal receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. The arbitration will be governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), or by calling the AAA at 1-800-778-7879. The AAA Rules may change from time to time, and you should review them periodically.

All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration provision as well as the Agreement's other terms and conditions, and the arbitrator shall have exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration provision or any other term of this Agreement including, but not limited to any claim that all or any part of this arbitration provision or Agreement is void or voidable. However, if putative class or representative claims are initially brought by either party in a court of law, and a motion to compel arbitration is brought by any party, then the court shall decide whether this agreement permits class proceedings. For the avoidance of doubt, the court and arbitrator shall be bound by the terms of this Agreement, including with regard to the class and representative waiver provision. In any arbitration, the arbitrator shall be bound by the terms of this Agreement and shall follow the applicable law. The arbitrator shall not have the power to commit manifest errors of law or legal reasoning, and any award rendered by the arbitrator that employs a manifest error of law or legal reasoning may be vacated or corrected by a court of competent jurisdiction for any such error. Unless Supernal and you agree otherwise, the conduct of any arbitration will be governed by the substantive laws of your state, and hearings will take place in the county (or parish) of your billing or registered address. Case management and other

hearings shall be heard via telephone unless otherwise agreed to. Except as otherwise provided for herein, Supernal will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Supernal for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

(d) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.

(e) YOU AND SUPERNAL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING TO THE MAXIMUM EXTENT PERMITTED BY LAW. If this specific subparagraph (e) is found to be unenforceable in its entirety, then the entirety of this arbitration provision shall be null and void. However, if only a portion of this subparagraph (e) is found to be unenforceable, then the unenforceable portion of the provision shall be stricken, and the remainder of subparagraph (e) enforced. Any claims or causes of action seeking relief not subject to individual arbitration under applicable law shall be stayed in a court of competent jurisdiction pending completion of individual arbitration to the maximum extent permitted by law.

(f) Notwithstanding any provision in this Agreement to the contrary, we agree that if Supernal makes any change to this arbitration provision (other than a change to the Notice Address) after your enrollment in a service or program or your use of the sites, you may reject any such change and require Supernal to adhere to the language in this arbitration provision as written at the time of your enrollment or purchase if a dispute between us arises, by providing Notice to Supernal at the Notice Address in subsection (b) above.

## **5. PROCEDURES FOR MAKING COPYRIGHT INFRINGEMENT CLAIMS**

It is our policy to respond appropriately to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"), including by removing or disabling access to material claimed to be the subject of infringing activity. If you are a copyright owner, or are authorized to act on behalf of a copyright owner, please notify our designated DMCA agent immediately to report alleged copyright infringement taking place on the site at: [contact@supernal.aero](mailto:contact@supernal.aero), or by mail to Supernal, Legal Department, 1101 16th Street N.W., Washington, D.C. 20036. DMCA notices must be in writing and must include the following information:

- (a) Your full legal name and your electronic or physical signature;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) The URL of the site and a description of where the material that you claim is infringing is located on that site;
- (d) Your address, telephone number, and email address;

(e) A statement by you that you have a good faith belief that the alleged infringing material is not authorized by the copyright owner, its agent, or the law; and

(f) A statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are either the copyright owner or authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed.

## **6. TRADEMARKS AND PROPRIETARY RIGHTS NOTICES**

All trademarks, logos, trade names, or service marks (collectively, the “Marks”) mentioned, used, or displayed on the site are either owned by Supernal or otherwise are authorized for our use. You may not display or reproduce the Marks other than with the prior written consent of Supernal. You may not remove, obscure, or otherwise modify any copyright, trademark, confidentiality, or other proprietary rights notices displayed on, embedded in, or otherwise appearing in any Content offered by, viewed on, or received through the site or any other Supernal website. We may seek appropriate legal action in a court of competent jurisdiction to enforce these and other intellectual property rights, subject to the exception(s) set forth in Section 4 and 5 above.

## **7. USER CONTENT**

Some of our sites now or in the future will allow users to post, submit, or display information, messages, suggestions, questions, comments, postings, advertisements, ratings, ideas, techniques, notes, know-how, drawings, concepts, designs, audiovisual material, photographs, and pictures (including pictures of the user and other representations of the user’s name and likeness), digital images or other content in any form (collectively “User Content”). By posting User Content on the site or any Supernal website, you hereby grant Supernal an unrestricted, transferable, sublicensable, irrevocable, royalty-free, worldwide, and perpetual license to reproduce, distribute, publicly display, make derivative works of, and otherwise use the User Content in any media or manner whatsoever now known or later invented throughout the world for any purpose whatsoever, commercial or not, without any approval from you. You hereby disclaim any right to any compensation from Supernal in connection with Supernal’s exercise of its license rights in and to the User Content you have posted on any Supernal website. You acknowledge and agree that Supernal is under no obligation of confidence to you, and shall not be liable for any use or disclosure of any User Content subject to the terms of the Supernal Privacy Policy. By posting the User Content on any site, you represent and warrant that you own the copyright in such User Content or that you have a legitimate license to post the User Content, including photographs or other audiovisual material, without any restrictions whatsoever.

Supernal has no obligation to monitor the site or any portion thereof. However, Supernal reserves the right to review any User Content and remove, delete, redact, or otherwise modify such User Content, in its sole discretion, at any time and from time to time, without notice or further obligation or any compensation to you. Supernal has no obligation to display or post any User Content. Supernal reserves the right to disclose, at any time and from time to time, any information or User Content that Supernal deems necessary or appropriate to satisfy any applicable law, regulation, contractual obligation, legal, dispute process, or governmental request. Supernal shall have no liability in connection with any User Content submitted to, transmitted via, or displayed or posted on the site subject to the terms of the Supernal Privacy Policy.

## **8. RESERVED.**

## **9. ELIGIBILITY**

You must meet any age, geographic, or other eligibility requirements specified at each site to subscribe to a newsletter, magazine, publication, product, or service that we offer, to order anything online, to participate in certain contests, games or sweepstakes, or to access or participate in certain services at or areas of our sites. By registering at those sites, or for those features or services, you represent that you comply with applicable restrictions. E-commerce areas may include additional restrictions on purchases, return policies, delivery schedules, and the like, depending on individual site and vendor policies.

## **10. ONLINE SHOPPING**

Some Supernal sites also offer e-commerce opportunities. Different sites may offer different options for visitors to purchase products or services either from Supernal or from a third party (see Section 10 below concerning Links and Third Party Sites). Supernal does not guarantee that you will be satisfied with products or services purchased from us or from third parties. Quantities of some items may be limited, and delivery may not be available in your area. All orders are subject to prior sale. Neither Supernal nor its vendors guarantee that all orders will be filled. All other aspects of your online shopping experience, including disputes, shall be governed by these Terms of Use.

## **11. PAYMENTS**

Subscriptions and other services requiring payment generally require use of a valid credit card. Supernal and its business partners reserve the right, in their sole discretion, to establish other acceptable alternative payment methods for specific services or products, including via mobile application. You are solely responsible for charges owed for all goods and services purchased through the site, including, but not limited to, applicable taxes, shipping charges, insurance, and any other costs. If you are making online payments of any kind, you represent and warrant to the best of your knowledge that (a) any credit card, debit card and bank account information you supply is true, correct and complete, (b) charges incurred by you will be honored by your credit/debit card company or bank, (c) you will pay the charges incurred by you in the amounts posted, including any applicable taxes, and (d) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant credit card and credit card information. Furthermore, you agree and authorize us to: (i) submit a transaction using the card or financial information provided, (ii) in the case of automatic recurring transactions, submit a transaction on a recurring basis (e.g., monthly or annual basis) for renewals, (iii) if necessary, obtain automatic updates from card issuers or financial institutions for cards or account information provided to us, (iv) if necessary, bill you, in a prorated manner (as required), in accordance with the particular fee terms for the product or service you are purchasing or enrolling in, and (v) if necessary (and applicable) bill your mobile carrier via a mobile application if you authorize us to do so. You may cancel your services for ongoing transactions/services at any time by calling customer care or by using any other method specified on the sites (such as by logging in to your account).

## 12. LINKS AND THIRD PARTY SITES

The website may contain links to and from third party sites, including, but not limited to, sites operated by advertisers, vendors, and/or promotional or business partners. Sites and e-commerce opportunities operated by third parties are subject to terms and conditions set by those parties, so you should check each third party site to be sure you understand the terms, conditions, policies, and requirements of that third party site. Supernal does not endorse, and the inclusion of any link on the site does not imply an endorsement of, any individual vendor, advertiser, or other third party or any of their products or services, and Supernal has not taken any steps to confirm the accuracy or reliability of any of the information provided by any third party. Supernal has no control over: (a) the quality, safety, or legality of any item advertised or listed by any third party, including vendors, advertisers, or other business partners; or (b) the content of, or any products or services offered by, website operated by third parties. Supernal does not guarantee that you will be satisfied with products or services purchased from vendors, advertisers, or other third parties that link to or from any Supernal website. You acknowledge and agree that Supernal has not reviewed all of the third party sites linked to or from the website, does not endorse such third party sites, is not responsible for such third party sites, and under no circumstances shall Supernal be liable for the contents, products or services of any off-site pages or of any third party sites linked to or from the website. Your linking to any other off-site pages or other third party sites is at your own risk. Vendors and advertisers are solely responsible for the accuracy of the information they provide, for warranties and guarantees on goods or services sold, for delivery schedules, and for return policies.

## 13. COMMUNITY CODE OF CONDUCT

Some websites operated by Supernal may offer community features, such as internal messaging systems, bulletin boards, forums, or chat rooms. We do not monitor, filter, censor, edit, or regulate information and content provided by third parties on the website, including information provided in community areas, although we reserve the right to do so in our sole discretion, with or without notice. Supernal does not endorse or warrant the accuracy or reliability of User Content posted or uploaded by users or third parties. You agree that neither Supernal nor its affiliates, officers, directors, employees, agents, licensors, or licensees are responsible for any User Content, and agree to hold them harmless from any liability associated with such User Content posted by other users and other third parties.

When participating in community areas of the website, you represent and warrant that you have the right and authorization to use any User Content you upload or post, and you license to Supernal the right to use such User Content in accordance with these TOU. In addition to complying with the terms, conditions and restrictions set forth elsewhere in these TOU, including the restrictions in Section 2, you further represent and warrant that you will abide by the following rules:

- (a) You will not use the website to further any illegal purpose, to violate the rights of any party, or to damage any person or property.
- (b) You will not: (i) upload or otherwise post User Content with a commercial purpose, including, but not limited to, offers to sell products or services or attempts to solicit funds or to advertise products or services; (ii) post or upload User Content that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," unsolicited commercial adver-

tisement, behavioral or viral marketing, or other spam; (iii) email such User Content to other users who have not indicated in writing that it is okay to contact them about other commercial services, advertisements, products, or commercial interests; or (iv) post or upload User Content that includes links to commercial services or websites.

(c) You will not post or upload User Content that impersonates any person or entity, including, but not limited to, a Supernal employee, or falsely states or otherwise misrepresents your affiliation with a person or entity.

(d) You will not post or upload User Content that includes personal or identifying information about another person without that person's explicit consent.

(e) You will not post or upload User Content that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch."

(f) You will not post or upload User Content that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law.

(g) You will not repeatedly post the same or similar User Content or otherwise impose an unreasonable or disproportionately large burden on our technology infrastructure.

(h) You will not use any form of automated device or computer program (including "bots") that enables the submission of postings or User Content on any Supernal website without each posting being manually entered by the author thereof, including, without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals. You will not engage in any "web-scraping" of Supernal's site.

(i) You will not use a posting agent to post User Content to any Supernal website.

Supernal reserves the right to expand on these rules in any specific community area and to condition access to such areas on agreement with such rules, as well as to specified eligibility criteria. Without undertaking any obligation to do so, Supernal reserves the right, in its sole discretion, to delete any postings that violate its code of conduct, to deny access to its website or services to any person violating these rules, and to pursue appropriate legal action against violators. Supernal will assist law-enforcement officials investigating illegal activity or violations of these Terms of Use.

## **14. PRIVACY**

It is our policy to respect the privacy of visitors at our site. [Click here](#) to review our Privacy Policy on the website. Your use of the site is subject to both the Privacy Policy and these TOU.

## **15. LIMITATION OF WARRANTIES**

SUPERNAL PROVIDES THE WEBSITE AND THE CONTENT, INFORMATION, PRODUCTS, AND SERVICES PROVIDED ON OR SUPPORTED THROUGH THE WEBSITE "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, OR STATUTORY. SUPERNAL

SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, UNLESS OTHERWISE EXPRESSLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Some states may not allow the exclusion of implied warranties, so check local laws.

SUPERNAL DOES NOT WARRANT THAT THE CONTENT OR SERVICES AT THE SITE OR FUNCTIONS CONTAINED IN THE MATERIALS AT THE SITE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT ALL PRODUCTS OR SERVICES LISTED, SOLD, OR ADVERTISED ARE AVAILABLE, OR THAT ALL TRANSACTIONS WILL BE COMPLETED. NEITHER SUPERNAL NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS, OR LICENSEES WARRANT OR MAKE ANY REPRESENTATIONS THAT THE CONTENT, MATERIALS, OR INFORMATION CONTAINED AT THE SITE ARE CORRECT, ACCURATE, COMPLETE, UP TO DATE, AND/OR RELIABLE.

## **16. LIMITATION OF LIABILITY**

IN NO EVENT SHALL SUPERNAL, OR SUPERNAL'S AFFILIATES, PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS OR LICENSEES, OR ANYONE WHO HELPED DEVELOP, CREATE, PRODUCE, DISPLAY, TRANSMIT, OR DELIVER THE CONTENT, MATERIAL, AND INFORMATION USED IN THE SITE BE LIABLE FOR LOST PROFITS OR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, TREBLE, ENHANCED, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, USE OF THE SITE, LINKS TO OR FROM THE SITE, INFORMATION POSTED ON THE SITE, OUR SERVICES, ANY PRODUCTS OR SERVICES YOU PURCHASE, OR THESE TERMS OF USE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCES FOR ANY AND ALL LOSSES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SITE. NEITHER SUPERNAL NOR ANY OF ITS AFFILIATES, PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSORS OR LICENSEES SHALL BE LIABLE FOR ANY LOSSES YOU MIGHT SUSTAIN BY ENGAGING IN TRANSACTIONS WITH BUYERS OR SELLERS WHO YOU MEET AS A RESULT OF ANY CLASSIFIED ADVERTISEMENTS THAT MAY BE POSTED ON SUPERNAL'S WEBSITE.

Some states do not allow the limitation of liability, so check local laws.

## **17. RESERVED**

## **18. INDEMNITY AND HOLD HARMLESS**

WE ARE NOT RESPONSIBLE FOR THE ACCURACY, QUALITY, SAFETY, LEGALITY, INTELLECTUAL PROPERTY COMPLIANCE, PRIVACY POLICY, OR CONTENT OF ANY INFORMATION, PRODUCT, OR SERVICE OFFERED BY THIRD PARTY USERS, VENDORS, ADVERTISERS, PROMOTIONAL OR BUSINESS PARTNERS, OR ANY THIRD PARTY SITES, AND YOU IRREVOCABLY WAIVE ANY CLAIM AGAINST SUPERNAL AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTA-

TIVES, AGENTS, LICENSORS, AND LICENSEES WITH RESPECT TO THE SAME. SUPERNAL DOES NOT GUARANTEE SUCH ACCURACY, AND MAKES NO REPRESENTATIONS REGARDING THE USE OR RESULTS OF USE OF ANY CONTENT ON THE SITE IN TERMS OF ITS ACCURACY, RELIABILITY, OR ANY OTHER MATTER. YOU ASSUME THE RISK OF THEIR USE AND THE ENTIRE COST OF ALL NECESSARY LOSS, SERVICING, REPAIR, OR CORRECTION AS A RESULT OF THEIR USE.

You agree to hold Supernal and its affiliates, officers, directors, employees, representatives, agents, licensors, and licensees harmless from any and all claims, demands, attorneys' fees, damages (actual and consequential) of every kind or nature, known and unknown, disclosed or undisclosed, arising out of, or any way connected with the use of the site, any transaction occurring through the site, the safety or quality of any goods or services purchased or sold through the site, or the truth or accuracy of any claim made about such goods or services. To the maximum extent permitted by law, California residents expressly agree to waive California Civil Code Section 1542, which states: "A general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her, must have materially affected his or her settlement with the debtor." Residents of California are entitled to the following specific consumer rights information: you may contact the Consumer Information Center at (800) 952-5210 or [dca@dca.ca.gov](mailto:dca@dca.ca.gov) of the California Department of Consumer Affairs for consumer inquiries, or you may write to the Department of Consumer Affairs at the following address: Department of Consumer Affairs, Consumer Information Division, 1625 North Market Boulevard, Suite N 112, Sacramento, CA 95834.

You also agree to indemnify, defend, and hold Supernal and its affiliates, officers, directors, employees, representatives, agents, licensors, and licensees harmless from any loss, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the website, your breach of these Terms of Use or the documents that it incorporates by reference, or your violation of any law or the rights of any third party in connection with your use of the site.

## 19. TERMINATION OF SERVICES

We may eliminate or terminate any Content or product/service posted on or made available through any of our website without notice to you at any time in our sole discretion. Without limiting any other remedy, Supernal reserves the right, in its sole discretion, to immediately issue a warning or to immediately, temporarily, or permanently suspend or terminate your participation in the site or any area of the site, and to refuse to provide our services to you if: (a) you breach these TOU or any of the rules or eligibility requirements of the site or the services offered at the site; (b) we are unable to verify or authenticate any billing information you provide to us; or (c) we believe that your actions may cause damage, harm, or legal liability to you or to any vendor, business, or promotional partner, advertiser, other user, the public, or us.

## 20. NOTICES

Unless explicitly stated otherwise in the site or these TOU, you must provide all notices or complaints to Supernal via email to [contact@supernal.aero](mailto:contact@supernal.aero) or mail at Supernal, 1101 16th Street N.W., Washington, D.C. 20036. All notices from Supernal to you will be sent to the email or physical address you provide to us. Notice shall be deemed given twenty-four (24) hours after the email is sent, unless we are notified that the email address is invalid. Supernal reserves the right to send you notice by mail via

U.S. mail, overnight carrier (with tracking), postage prepaid, to the address you provided to us during any ordering or registration process. In such event, notice shall be deemed given three (3) days after the date of mailing.

## **21. MODIFICATIONS TO THESE TERMS OF USE**

Supernal reserves the right, in its sole discretion, to change, modify, add, or remove portions of these TOU at any time, so please check the site you use periodically for changes. Changes to these TOU shall be effective upon posting. Continued use of the site following the effective date of any changes to these TOU constitutes your acceptance of those changes. Each time you access or use any of the sites, you signify your acceptance and agreement, without limitation or qualification, to be bound by the then current TOU. However, no unilateral amendment will retroactively modify the parties' agreed-to dispute resolution provisions of this Agreement for then-pending or existing disputes, unless the parties expressly agree otherwise in writing. In all other respects, any modification or update to the arbitration provision at Section 5 shall be governed by subsection (f) therein.

## **22. GENERAL PROVISIONS**

(a) Severability. If any provision of these TOU is held to be invalid or unenforceable, it shall be stricken without affecting the validity of the remaining portions of these TOU, subject to the limitations set forth and applicable to Section 4 for Dispute Resolution Policy. Headings are for convenience only, and are not intended to in any way confine, limit, construe, or describe the scope or extent of such section.

(b) No Waiver. No waiver by Supernal of any breach of these TOU by you shall constitute a waiver of this or any other provision of these TOU or alter or limit our right to act with respect to subsequent or similar breaches.

(c) Entire Agreement. These Terms of Use and the materials incorporated by reference herein, including the Supernal Privacy Policy, form the entire understanding and agreement between you and Supernal with respect to your use of the site and the products and services offered hereunder, and may be modified only in accordance with the procedures specified herein.

(d) No Agency. You acknowledge and agree that Supernal, in providing the site, is not acting for or on behalf of either you or any vendor, business or promotional partner, or advertiser. You and our vendors, business or promotional partners, and advertisers are independent contractors. No agency, fiduciary, partnership, joint venture, employer/employee, or franchiser/franchisee relationship is intended or created by these TOU between Supernal and either you or any vendor, business or promotional partner, or advertiser at the site.

(e) Governing Law/Venue/Forum/Jurisdiction. Your use of the website and any dispute arising out of or relating to your use of the website, or products and services you obtain or seek support for via the website, will be governed by Section 4 of this Agreement (including with respect to the choice of law and venue for any dispute arising under the Dispute Resolution Policy) and the Federal Arbitration Act. Unless otherwise provided in this Agreement, Interpretation or application of any provision of this Agreement shall be governed by the laws of the State of Delaware in the United States, irrespec-



tive of its conflicts of laws provisions. In the event that court intervention is required with respect to interpretation, application or enforcement of Section 4 of this Agreement (including without limitation for petitions to confirm or vacate arbitration awards), the parties hereby consent to the jurisdiction of the federal courts located in New Castle County, Delaware to the maximum extent permitted by law. This provision and the terms set forth in Section 4 of this Agreement for Dispute Resolution shall survive termination of your relationship with Supernal, or termination of the Agreement.