

FlightClub Terms of Service

Please read these Terms of Service carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the FCP, you agree to comply with and be bound by these Terms of Service.

Please note: ARTICLE XVII of these Terms of Service contains an arbitration clause and class action waiver that applies to all persons utilizing the FCP. This provision applies to all disputes with or involving FlightClub and affects how such disputes are resolved. By accepting these Terms of Service, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

Last Updated: August 9, 2019

Thank you for using FlightClub!

These Terms of Service ("Terms") constitute a legally binding agreement ("Agreement") between you and FlightClub (as defined below) governing your access to and use of the FCP website, including any subdomains thereof, and any other websites through which FlightClub makes its services available (collectively, "Site"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "Application") and all associated services (collectively, "FlightClub Services"). The Site, Application and FlightClub Services together are hereinafter collectively referred to as the "FCP".

When these Terms mention "Flight Club", "FlightClub," "we," "us," or "our," it refers to SMRT TEC CORP., and Ontario Corporation, dba Flight Club. Your "Country of Residence" is the jurisdiction associated with your FlightClub Account as determined by either your express selection or by FlightClub's assessment of your residence using various data attributes associated with your FlightClub Account.

If you change your Country of Residence, the FlightClub company you contract with will be determined by your new Country of Residence as specified above, from the date on which your Country of Residence changes.

Our collection and use of information in connection with your access to and use of the FCP is described in our Data and Privacy Provisions set out under ARTICLE IX of these Terms.

All Users are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and/or Rentals. If you have questions about how local laws apply to your Listing(s) and Rental(s) on the FCP, you should always seek appropriate independent legal guidance.

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ARTICLE I. Scope of the FCP and Business Model

- I.1 The FCP is an online marketplace that enables Owners to publish Listings of Aircraft available for Block Hour Rentals by Members. The FCP may also permit Members to reserve additional ancillary services, supplied by other non-Owner third-parties relating to general aviation. All capitalized terms are defined in Section I.6 hereof.
- I.2 As the provider of the FCP, FlightClub does not own, provide, control, manage, offer, supply, or otherwise operate any aircraft or travel, nor does FlightClub create, sell, resell, organize or retail charters, flight services, or travel packages. Owners alone are responsible for their Listings. When Users accept or make a reservation, they are entering into a contract directly with each other. FlightClub is not and does not become a party to or other participant in any contractual relationship between Users, except that all Users agree that such contractual relationships entered into by and among the Users are modified, to the extent necessary, to comply with these Terms. FlightClub is not acting as an agent in any capacity for any User.
- I.3 While we may help facilitate the resolution of disputes, FlightClub has no control over and does not guarantee or in any way warrant or represent (i) the existence, schedules, quality, safety, standards, suitability, fitness for purpose, insurability or insured status, or legality of any Listings or Block Hour Rentals, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other User Content, or (iii) the performance or conduct of any User. For the avoidance of doubt, FlightClub hereby expressly disclaims and denies all warranties express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement, except only as otherwise expressly provided for under these Terms. FlightClub does not guarantee i) that any Aircraft contained in a Listing is Airworthy, ii) the veracity of documents, licenses and certificates uploaded to the FCP, iii) the identity of any User. FlightClub further does not endorse any User, Listing or Block Hour Rental, or engage in any display bias, and the ranking of Listings are based on an algorithmic determination except for any promoted Listings which will be expressly labeled as such. Any references to a User being "verified" (or similar language) only indicate that the User has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by FlightClub about any User, including of the User's identity or background or whether the User is trustworthy, safe or suitable. You should always exercise due diligence and care when renting from an Owner, renting to a Member, or otherwise communicating and interacting with other Users, whether online or in person. Verified Images are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by FlightClub of any Owner or Listing.
- I.4 If you choose to use the FCP as any User-type, your relationship with FlightClub is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of FlightClub for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of FlightClub. FlightClub does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of Block Hour Rentals. You acknowledge and agree that you have complete discretion whether to list Block Hour Rentals or otherwise engage in other business or employment activities.

I.5 Due to the nature of the Internet, FlightClub cannot guarantee the continuous and uninterrupted availability and accessibility of the FCP. FlightClub may restrict the availability of the FCP or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the FCP. FlightClub may improve, enhance and modify the FCP and introduce new functions and Block Hour Rentals from time to time.

I.6 General definitions:

“Aircraft” means a power-driven heavier-than-air aircraft that derives its lift in flight from aerodynamic reactions on surfaces that remain fixed during flight.

“Airworthy” with respect to an Aircraft means that:

(A) The Aircraft conforms to the applicable type certificate configuration and that all components installed on or in the Aircraft are consistent with the drawings, specifications, and other data that are part of the type certificate and any supplemental type certificate and field-approved alterations incorporated into the aircraft; and

(B) The aircraft is in compliance with all applicable Airworthiness Directives and mandatory service bulletins that apply to the aircraft.

“Checkout” means an oral and practical demonstration of knowledge and skills associated with the operation of one or more Aircraft as then required and/or accepted by FlightClub.

“Collective Content” shall mean all User Content and all FlightClub Content.

“Governmental Authority” means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, and any government agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government;

“FlightClub Content” shall have the meaning as defined in Section XI.1 hereof.

“FCP” shall have the meaning as defined in Section I.1XI.1 hereof.

“FCP Access Fee” shall mean any fee charged by FlightClub to any User for the access and use of the FCP from time to time.

“Listings” shall mean all Aircraft listed on the FCP by an Owner along with the additional minimal requirements, including hourly rates and ancillary or per-segment fees.

“Member” or “Members” shall mean any person that utilizes the FCP to assess, determine or contract for Block Hour Rentals from an Owner.

“Owner” shall mean any person or entity that has primary rights of ownership or peaceful enjoyment of an Aircraft.

“Block Hour Rental” or “Block Hour Rentals” shall mean and include the rental of an Aircraft on a per-hour basis (including any portion thereof).

“Taxes” shall mean all taxes and fees imposed by any Governmental Authority on the sale and operation of the Block Hour Rentals.

“Terms” shall mean the totality of these terms and conditions, all addenda, riders, schedules, exhibits and annexes hereto.

“Third-Party Services” shall have the meaning as defined in Section VIII.1 hereof.

“Users” shall mean any one, or combination of, Owners and Members, whether or not such persons may have a FlightClub Account.

“User Content” shall mean any text, photos, audio, video, or other materials and information uploaded by a User on or through the FCP or for its Block Hour Rentals, or Third-Party Block Hour Rentals.

“User Scores” shall have the meaning as defined in Section III.8 hereof.

“Verified Image” shall mean any image which an Owner represents to be a genuine representation of the interior or exterior of an Owner’s aircraft and which FlightClub may from time to time accept as a genuine photo, in its sole, absolute and subsequently revocable discretion.

- I.7 FlightClub reserves the right to modify or amend these Terms, at any time, and in any respect, in FlightClub’s sole and absolute discretion, in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the FCP and update the “Last Updated” date at the top of these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the FCP will constitute acceptance of the revised Terms.

ARTICLE II. Eligibility

- II.1 In order to utilize the FCP or to register a FlightClub Account, you must be at least 18 years old and possess the capacity to enter into legally binding contracts. By accessing or using the FCP you represent and warrant that you are 18 years of age or older and have the legal capacity and authority to i) post Listings or User Content and ii) enter into a contract, including on behalf of yourself personally or any company which you are representing.
- II.2 FlightClub may make certain areas or features of the FCP available, subject to certain conditions or requirements being met from time to time, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a User’s reservation and cancellation history.
- II.3 The access to or use of certain areas and features of the FCP may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions.

ARTICLE III. Account Registration

- III.1 You must register an account ("FlightClub Account") to gain unrestricted access to and use of the FCP. Where you have not registered an account, use of the FCP may be limited to certain features only, and these Terms continue to apply notwithstanding the lack of a FlightClub Account. . There are 2 distinct FlightClub Account types, with differing functions for each User-type: Members & Owners. If you are registering a FlightClub Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.
- III.2 By registering an account or otherwise providing FlightClub with, or entering into the FCP, your contact information you are hereby expressly consenting to receive future and ongoing communication, solicitations and marketing emails from FlightClub and the FCP relating to any Block Hour Rentals which may from time to time, in FlightClub's sole and absolute discretion, be of any interest to you.
- III.3 You can register a FlightClub Account using an email address and creating a password, or through your account with certain third-party social networking Block Hour Rentals, such as LinkedIn or Google ("SNS Account"). You have the ability to disable the connection between your FlightClub Account and your SNS Account at any time, by accessing the "Settings" section of the FCP, however a FlightClub Account cannot be deactivated until at least 7 days have lapsed beyond the later of the i) the completion of the Block Hour Rentals, or ii) the completion of Third-Party Block Hour Rentals.
- III.4 You must provide accurate, current and complete information during the registration process and keep your FlightClub Account and public FlightClub Account profile page information up-to-date at all times.
- III.5 You may not register more than one (1) FlightClub Account unless FlightClub expressly authorizes you to do so in writing. You may not assign or otherwise transfer your FlightClub Account to another party.
- III.6 You are responsible for maintaining the confidentiality and security of your FlightClub Account credentials and may not disclose your credentials to any third-party. You must immediately notify FlightClub if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your FlightClub Account. You are liable for any and all activities conducted through your FlightClub Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).
- III.7 FlightClub may enable features that allow you to authorize other Users or certain third-parties to take certain actions that affect your FlightClub Account, provided however that you remain jointly and severally liable for the actions of such other Users or third-parties. These features do not require that you share your credentials with any other person. No third-party is authorized by FlightClub to ask for your credentials, and you shall not request the credentials of another User.
- III.8 After every completed Block Hour Rental, the FCP may permit Owners and Members to rate each other on a five-star scale ("Ratings") and give feedback on how the trip went ("Reviews"), and such Ratings and Reviews will form the basis of an Owner or

Member's score ("User Scores"). Ratings or Reviews reflect the opinions of individual Users and do not reflect the opinion of FlightClub. Ratings and Reviews are not verified by FlightClub for accuracy and may be incorrect or misleading. Ratings and Reviews by Users must be accurate and may not contain any offensive or defamatory language. Ratings and Reviews are subject to Section XI.9 hereof. Users are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third-party to write a positive or negative Review about any User. User Scores may affect i) the ranking of an Owners Listings, ii) the willingness of an Owner to provide a Block Hour Rental to a Member, or iii) an Owner's or Member's continued use and access to the FCP, in FlightClub's sole and absolute discretion. You consent and acknowledge that FlightClub may from time to time, in its sole and absolute discretion, adjust the algorithms which are used to determine and compile ratings to arrive at the User Scores.

ARTICLE IV. Reservations, Cancellations or Changes

- IV.1 A Member may at any time submit an offer to an Owner on the FCP for a Block Hour Rental, and once the offer is accepted by the Owner either through confirmation and acceptance of the offer by the Owner, or as a result of the Owner having designated the Listing as an "Instant Reserve" product, such offer for Block Hour Rental shall be final and binding, except as otherwise provided for in Section IV.3 hereof. A Member is liable for the full amount of all fees and charges incurred from an accepted offer, including but not limited to all applicable hourly rates and fees, and applicable Taxes.
- IV.2 For the avoidance of doubt, no reservation may be cancelled or changed except as otherwise provided for in these Terms, including under ARTICLE XII hereof.
- IV.3 The FCP may, from time to time, permit the Owner to display cancellation or change policies which are less restrictive than those which are stated in these Terms. Any Listing with cancellation or change policies which are less restrictive than those which are stated in these Terms shall be governed by such expressly stated cancellation or change policies. Third-Party services shall not be eligible for any changes, cancellations or refunds, except as otherwise expressly permitted by the applicable terms and conditions of the Third-Party service provider. A booking is officially canceled when the Member clicks the cancellation button on the cancellation confirmation page. References to the amount of time between the cancellation and the flight shall mean the time between the official cancellation and the scheduled time of the flight. The following are the cancellation and change policies ("Cancellation Policies"):

- IV.3.1 **The FCP Access Fee is refundable** only where the cancellation occurs within i) the initial 24 hours of the offer having been made by the User, or where the Listing is an “Instant Reserve” product, within 24 hours of the reservation having been made, ii) the flight is not scheduled to depart within 48 hours or less of the cancellation being initiated, and iii) where the reservation does not overlap with any part of an existing reservation.

100% of the Fees paid to an Owner, which for the avoidance of doubt shall not include the FCP Access Fee, are refundable in the event of a cancellation that occurs at least 2 whole days before the flight. For the avoidance of doubt, where the reservation is for a Wednesday departure, the flight must be cancelled by Sunday evening at the latest, and otherwise, all fees paid to an Owner shall be non-refundable.

- IV.4 In the event of a no-show for a Block Hour Rental, the Member shall be liable to pay for a minimum of one block hour, in addition to the applicable taxes, fees including the FCP Access Fee.
- IV.5 Whenever an amount of money, fees, charges or rates are referred to in these Terms or any Listing, such amount shall be deemed to be payable in the currency denomination indicated on the Listing, unless otherwise stated, and irrespective of currency of the Member’s card or account that is being charged for the reservation.
- IV.6 An Owner may cancel a confirmed reservation, provided that the Member shall be entitled to a full refund of the total fees paid for such confirmed reservation, refundable promptly. In some instances, FlightClub may, in its sole and absolute discretion, allow the Member to apply the refund to a new reservation, in which case FlightClub will credit the amount against the Member’s subsequent reservations at the Member’s direction. Further, FlightClub may publish an automated review on the Listing cancelled by the Owner indicating that a reservation was cancelled.
- IV.7 All Users acknowledge and consent to FlightClub charging, or receiving, a FCP Access Fee, for each Block Hour Rental rendered by an Owner which was reserved on, or originated from, the FCP, with such FCP Access Fee being already incorporated into the final base estimated price included in a Member’s offer to an Owner, except to the extent that a consensual amendment of such an offer may result in additional FCP Access Fees being payable to FlightClub.

ARTICLE V. FCP Content Use Restrictions

- V.1 The FCP and FlightClub Content are offered solely for Users’ use for the purposes described in these Terms. Any and all other uses are prohibited. FlightClub expressly reserves all its rights and remedies under applicable laws (including state, federal, and provincial/territorial laws). You agree not to (and not to allow any third-party to): (1) use any deep-link, robot, spider, scraper, or other automatic or manual device, process, or means to access, copy, search, or monitor any portion of the FCP or FlightClub Content, except as expressly authorized by FlightClub; (2) take any action that imposes or may impose (in FlightClub’s sole determination) an unreasonable or a disproportionately large load on the FCP or FlightClub’s infrastructure; (3) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the FCP; (4) rent, lease, copy, provide access to or sublicense any portion of the FCP or FlightClub Content to a third-party; (5) use any portion of the FCP or FlightClub Content to provide, or incorporate any portion of the FCP or

FlightClub Content into, any product or Block Hour Rental provided to a third-party; (6) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the FCP, except to the extent expressly permitted by applicable law (and then only upon advance notice to FlightClub); (7) modify any part of the FCP or FlightClub Content or create any derivative product from any of the foregoing; (8) remove or obscure any proprietary or other notices contained in the FCP or FlightClub Content; (9) use the FCP or FlightClub Content for any illegal purpose; or (10) publicly disseminate information regarding the performance of the FCP or FlightClub Content or access or use the FCP or FlightClub Content for competitive analysis or benchmarking purposes. Although the FCP may be accessible worldwide, not all features or Block Hour Rentals discussed, referenced, provided or offered through or on the FCP are available to all persons or in all geographic locations, or appropriate or available for use outside the United States or Canada. FlightClub reserves the right to limit, in its sole discretion, the provision and quantity of any feature or Block Hour Rental to any person or geographic area.

- V.2 To promote the FCP and to increase the exposure of Listings to potential Members, Listings and other User Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Users who speak different languages, Listings and other User Content may be translated, in FlightClub's sole and absolute discretion, in whole or in part, into other languages. FlightClub cannot guarantee the accuracy or quality of such translations and Users are responsible for reviewing and verifying the accuracy of such translations. The FCP may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

ARTICLE VI. Owner Specific Provisions

- VI.1 By creating a Listing, Owner is deemed to have agreed to list its Aircraft on the FCP, and FlightClub agrees to permit Owner to list its Aircraft on the FCP. As a condition of an Owner placing an Aircraft on a Listing, the Owner agrees to exclusively list such Aircraft on the FCP. For the avoidance of doubt, Owners shall not list any Aircraft currently on the FCP on any other online sharing marketplace. Failure to abide by this condition may result in fines, penalties, denial of physical damage claim, removal of the Listing, account closure, or other action, in FlightClub's sole and absolute discretion. This does not limit commercial Owners, such as flight schools and flight clubs, the ability to maintain their own aircraft rental business or prohibit an aircraft from being listed on such commercial owner's platforms.
- VI.2 Owner shall provide, or cause to be provided, directly to FlightClub, and shall maintain up-to-date for each Aircraft being listed details relating to each of the following items, in the form and substance as may be required by FlightClub from time to time, in its sole and absolute discretion:
- VI.2.1 applicable hourly rates and fees, and other ancillary or per cycle fees, inclusive of all applicable Taxes;
 - VI.2.2 indication whether rates referenced in paragraph VI.2.1 are inclusive of fuel (ie. wet) or exclusive of fuel (is. dry);

- VI.2.3 Owner's rules, process, and acceptability of changes to reservations after they have been accepted and confirmed;
 - VI.2.4 schedule and availability blackouts;
 - VI.2.5 the Aircraft's operational range;
 - VI.2.6 permissibility of pets or animals, and the kinds of pets or animals which may be acceptable;
 - VI.2.7 restricted destinations or jurisdictions;
 - VI.2.8 photos of the interior and exterior of the aircraft, and for the avoidance of doubt such photos shall not be more than 4 years old at any time;
 - VI.2.9 whether the Aircraft may be booked using the FlightClub Instant Reserve feature; and
 - VI.2.10 any other details which FlightClub may require from time to time, including but not limited to insurance coverage and aircraft maintenance status.
- VI.3 Owner shall not change any reservation after its acceptance of the reservation, except as is otherwise permitted for under this Agreement.
- VI.4 In order to induce FlightClub to permit Owner to list to place its Listings on the FCP from time to time, in addition to representations and warranties under Sections III.1 & XI.8 of this Agreement, Owner further represents, warrants and covenants to FlightClub and to each Member that
- VI.4.1 Owner has read the entirety of this Agreement, and is currently and will remain in compliance with the terms and conditions hereof;
 - VI.4.2 Owner possess sufficient legal rights and authority to avail the aircraft for Block Hour Rentals, and to upload Listings accordingly;
 - VI.4.3 An Aircraft included in a Listing is Airworthy at the time of such listing and at the commencement of the Block Hour Rental.
 - VI.4.4 Owner will cause an Aircraft included in a Listing to have on board, at the time at which Owner tenders the Aircraft to the Member, all documents, markings, placards, manuals, and information required by law in order to operate the Aircraft;
 - VI.4.5 Owner shall accurately record the Hobbs time on an Aircraft at the commencement, and conclusion of all Block Hour Rentals,
 - VI.4.6 Owner's execution and delivery of, and performance of its obligations under and with respect to any Listings or confirmed reservations, and the provision of Block Hour Rentals, (A) have been duly authorized by all necessary action on the part of Owner consistent with its form of organization, (B) do not contravene or constitute a default under any applicable law, any of Owner's organizational documents, or any agreement, indenture, or other instrument to which Owner is a party or by which it may be bound, and (C) do not require the approval of or notice to (1) any Governmental Authority, or (2) any other party (including any trustees or holders of indebtedness);
 - VI.4.7 there are no proceedings pending or, so far as the directors, officers, managers, or members of Owner know, threatened against or affecting Owner or any of its property before any Governmental Authority that could impair Owner's ability to perform its obligations under this Agreement;

- VI.4.8 Owner is not a, or acting on behalf of a, person on the Specially Designated Nationals or Blocked Persons List (as such lists are maintained from time to time by the Office of Foreign Asset Control of the United States Treasury Department), or persons subject to other international economic sanctions;
- VI.4.9 Owner has in place as of the commencement, and for the duration, of any Block Hour Rental insurance coverage that covers the hull loss value of the Aircraft for ground and airborne operations, in addition to third-party and passenger liability in amounts commensurate with standard industry practice and regulatory requirements. All such insurance coverage shall provide coverage to any Member that rents the Aircraft, including by having such Member added to the respective policy as a pilot from time to time. To the extent possible, FlightClub shall be added as an additional insured to the Owner's insurance coverage, provided that such coverage shall additionally contain a severability of interests clause as well; and
- VI.4.10 Owner's User Content, including any text, fees, hourly rates, aircraft availability, photos, audio, video, or other materials are true and accurate representations of the Aircraft and Block Hour Rentals being offered.
- VI.5 Owners shall ascertain the credentials, identity and reliability of a Member before relinquishing control of such Aircraft to a Member for the commencement of a Block Hour Rental.
- VI.6 Owner consents and agrees to receive payments for Block Hour Rentals directly from Stripe into Owner's designated account. FlightClub has no direct access to manipulate such payment flows, however will provide assistance to the extent reasonably possible. Owner shall not collect or solicit from any Member any consideration with respect to any rental or other availability of any Aircraft other than through the FCP.
- VI.7 FlightClub will only collect such Taxes as it is instructed, or required, to collect by the Owner from time to time and will remit such Taxes to Owner. It shall be the sole and absolute responsibility of the Owner to meet periodic reporting and remittance obligations for such Taxes, which may be imposed by the applicable Governmental Authority from time to time. Unless otherwise required by applicable laws or any Governmental Authority, FlightClub will not withhold any amount, or portion thereof, on account of or on behalf of any taxation authority, being remitted to the Owner, save and except for the FCP Access Fee which is not a withholding tax and which may be applicable from time to time.
- VI.8 All Block Hour Rentals are subject to a 20% FCP Access Fee which is applied in addition to the applicable hourly rates and fees, and payable by the Member.

ARTICLE VII. Member Specific Provisions

- VII.1 In order to induce FlightClub to permit Member to book Listings on the FCP from time to time, in addition to representations and warranties under Sections III.1 & XI.8 of this Agreement, Member further represents, warrants and covenants to FlightClub and to each Owner that
 - VII.1.1 Member has read the entirety of this Agreement, and is currently and will remain in compliance with the terms and conditions hereof;

- VII.1.2 Member possess sufficient legal rights and authority to rent the aircraft for Block Hour Rentals, including, without limiting the foregoing, sufficient and valid licenses and type ratings issued by the appropriate Governmental Authority;
- VII.1.3 Member shall accurately record the Hobbs time on an Aircraft at the commencement, and conclusion of all Block Hour Rentals in the FCP;
- VII.1.4 there are no proceedings pending or, so far as the Member knows, threatened against or affecting Member before any Governmental Authority that could impair Member's ability to perform its obligations under this Agreement;
- VII.1.5 Member is not a, or acting on behalf of a, person on the Specially Designated Nationals or Blocked Persons List (as such lists are maintained from time to time by the Office of Foreign Asset Control of the United States Treasury Department), or persons subject to other international economic sanctions;
- VII.1.6 Member has in place as of the commencement, and for the duration, of any Block Hour Rental insurance non-owned aircraft insurance with liability (including, but not limited to, bodily injury and property damage) coverage of at least \$250,000 per occurrence (\$25,000 per person) and damage coverage of at least \$1,000 per aircraft. To the extent possible, FlightClub shall be added as an additional insured to the Member's insurance coverage, provided that such coverage shall additionally contain a severability of interests clause as well; and
- VII.1.7 Member's User Content, including any text, fees, hourly rates, aircraft availability, photos, audio, video, or other materials are true and accurate representations of the Aircraft and Block Hour Rentals being offered.
- VII.2 Members shall ascertain the airworthiness of an Aircraft, including its compliance with applicable documentary requirements, before commencing a Block Hour Rental.
- VII.3 Member consents and agrees to make payments for Block Hour Rentals and FCP Access Fees directly through Stripe from the Member's designated credit card account. FlightClub has no direct access to manipulate such payment flows, however will provide assistance to the extent reasonably possible.
- VII.4 All Block Hour Rentals are subject to a 20% FCP Access Fee which is applied in addition to the applicable hourly rates and fees, and payable by the Member.

ARTICLE VIII. Third-Party Resources

- VIII.1 The FCP may contain links to third-party websites or resources, including non-Owner third-party suppliers of additional ancillary Block Hour Rentals used to create travel packages ("Third-Party Block Hour Rentals"). Such Third-Party Block Hour Rentals may be subject to different and additional terms and conditions and privacy practices. FlightClub is not responsible or liable for the availability or accuracy of such Third-Party Block Hour Rentals, or the content, products, or Block Hour Rentals available from such Third-Party Block Hour Rentals. Please read these additional terms and conditions carefully. You agree to abide by the terms and conditions of the Third Party services imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or Block Hour Rentals. Links to such Third-Party Block Hour Rentals are not an endorsement by FlightClub of such Third-Party Block Hour Rentals. You acknowledge that some Third-Party Block Hour Rentals may require you to sign their liability waiver prior to participating in the Block Hour Rental and/or activity offered by

the third party supplier. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or Block Hour Rentals, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

- VIII.2 The FCP may contain hypertext links to websites and applications operated by parties other than FlightClub. Such hypertext links are provided for User's reference only, and FlightClub does not control such websites and is not responsible for their content. FlightClub's inclusion of any hypertext links to such websites or applications does not imply any endorsement of the material on such websites or applications or any association with their Owners. FlightClub assumes no liability whatsoever for any such third-party websites, applications or any content, features, products, or Block Hour Rentals made available through such third-party websites or applications.

ARTICLE IX. Payment Processing

- IX.1 Payment processing services are provided by Stripe and subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Services Agreement](#) (collectively, the "Stripe Terms"). You agree to be bound by the Stripe Terms, which may be modified from time to time. As a condition of FlightClub enabling payment processing services through Stripe, you authorize FlightClub to obtain all necessary access and perform all necessary activity on your Stripe Connected Account to facilitate sharing of your vehicle. You further agree to provide accurate and complete information about you, and authorize FlightClub to share it and transaction information with Stripe for the purposes of facilitating of the payment processing services provided by Stripe. FlightClub reserves the right to switch payment processing vendors in its discretion.

ARTICLE X. Data & Privacy Provisions

ARTICLE XI.

- XI.1 FlightClub will not share, disclose, make available to, or otherwise disseminate, at any time, to any person, including any User, any confidential information or data concerning i) the identity of a User or its customers, or ii) current or past reservations, except where:
- XI.1.1 such disclosure may be required in order to comply with any statute, regulation or the order of a regulatory authority having jurisdiction;
 - XI.1.2 such disclosure relates only to information about the User requesting the information;
 - XI.1.3 such information is reasonably required by the Owner for the purposes of renting the aircraft to the Member;
 - XI.1.4 such information comes into the public domain independently of FlightClub or the FCP; or
 - XI.1.5 such disclosure of any data generated by the FCP is completely and irreversibly anonymized, in a format as may be commercially reasonable from time to time.
- XI.2 FlightClub will take all necessary steps to ensure that the obligations of confidentiality imposed under Section XI.1 are binding upon the officers, employees,

agents, contractors, subcontractors or representatives of FlightClub who have access to any confidential information of the other Party that is subject to an obligation of confidence under Section 3.1.

- XI.3 The FCP, FlightClub Content, and User Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States, Canada and other countries. All text, photos, audio, video, other materials, information or other content made available through the FCP, other than User Content, (collectively, the “**FlightClub Content**”) are provided to Users by FlightClub or its partners or licensors solely to support User’s permitted use of the FCP. The FlightClub Content may be modified from time to time by FlightClub in its sole discretion. Except as expressly set forth herein, no license is granted to any User for any other purpose, and any other use of the FCP or the FlightClub Content by a User shall constitute a material breach of this Agreement. FlightClub and its partners or licensors retain all rights in the FCP and FlightClub Content and any associated patents, trademarks, copyrights, mask work rights, trade secrets, or other intellectual property rights. No license, right, or interest in any trademarks of FlightClub or any third-party is granted under this Agreement.
- XI.4 You acknowledge and agree that the FCP and FlightClub Content, including all associated intellectual property rights, are the exclusive property of FlightClub and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, Block Hour Rental mark or other proprietary rights notices incorporated in or accompanying the FCP, FlightClub Content or User Content. All trademarks, Block Hour Rental marks, logos, trade names, and any other source identifiers of FlightClub used on or in connection with the FCP and FlightClub Content are trademarks or registered trademarks of FlightClub in the United States and abroad. Trademarks, Block Hour Rental marks, logos, trade names and any other proprietary designations of third-parties used on or in connection with the FCP, FlightClub Content, and/or User Content are used for identification purposes only and may be the property of their respective owners.
- XI.5 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the FCP, FlightClub Content or User Content, except to the extent you are the legal owner of certain User Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by FlightClub or its licensors, except for the licenses and rights expressly granted in these Terms.
- XI.6 Subject to your compliance with these Terms, FlightClub grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the FCP and accessible to you, solely for your personal and non-commercial use.
- XI.7 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any User Content on or through the FCP, you grant to FlightClub a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such User Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such User Content to

provide and/or promote the FCP, in any media or platform. Unless you provide specific consent, FlightClub does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your User Content.

- XI.8 You are solely responsible for all User Content that you make available on or through the FCP. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available on or through the FCP or you have all rights, licenses, consents and releases that are necessary to grant to FlightClub the rights in and to such User Content, as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or FlightClub's use of the User Content (or any portion thereof) will infringe, misappropriate or violate a third-party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- XI.9 You will not post, upload, publish, submit or transmit any User Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates FlightClub Content policies which may be in force from time to time or any other FlightClub policy. FlightClub may, without prior notice, remove or disable access to any User Content that FlightClub finds to be in violation of these Terms or FlightClub's then-current policies or standards, or otherwise may be harmful or objectionable to FlightClub, in its sole and absolute discretion.
- XI.10 FlightClub respects copyright law and expects its Users to do the same. If you believe that any content on the FCP infringes copyrights you own, please notify us.

ARTICLE XII. Flight Operations

- XII.1 Members shall at all times comply with applicable regulations and the requirements of insurance, including full compliance with its manufacturer recommended operating procedures, and shall at all times retain full custody and operational control of an aircraft being used for the provision of Block Hour Rentals. The use of Aircraft during a Block Hour Rental shall not occur in conditions or over geographical areas where insurance coverage is voided or inapplicable.
- XII.2 Owners shall not operate an Aircraft for a Member, as such would constitute operations for hire and reward, which are expressly forbidden from occurring using the FCP.
- XII.3 A Member shall have final and complete authority to cancel any flight for any reason or condition that in the Member's sole and absolute judgment could compromise the safety or security of a flight and may take any other action that, in its opinion, is necessitated in consideration of safety or security, including the right to make decisions as to the any other operational matters related to the suitability of the weather conditions, passengers or cargo, the weight and loading of passengers and cargo or any other matter for which the pilot-in-command has legal authority and

responsibility. In the event of a cancellation pursuant to this section, no fees, including the FCP Access Fee shall be payable by a Member.

- XII.4 In the event that a Member cancels a flight pursuant to XII.3, and such cancellation relates to a snag identified during the pre-flight inspection or run-up, the Member shall report such snag on the Aircraft's journey logbook in accordance with applicable regulations.
- XII.5 The Owner shall have the right to refuse access to the Aircraft to any person: (a) who appears to be intoxicated or under the influence of any illicit or controlled substance; (b) who refuses to be subject to any reasonable checks of his or her person or baggage by the Owner, a security team contracted by the Owner, or by government or airport authorities; (c) whose condition, including apparent illness or incapacity, in the sole judgment of the Owner could involve hazard or risk to himself, herself or others; (d) who exhibits violent, aggressive, or otherwise inappropriate behavior towards other persons; or (e) who fails to provide proper identification. In the event of a cancellation pursuant to this section, all fees, including the FCP Access Fee shall be payable by a Member.

ARTICLE XIII. Violations of Terms

- XIII.1 FlightClub may take any action regarding any User, User Content or any FlightClub Account, relating to, in FlightClub's sole and absolute determination, i) any violation of these Terms or other FlightClub policies, ii) any misrepresentations, iii) breach of any applicable law or regulation, including any conviction or guilty plea with respect to any criminal act constituting a felony or indictable offence, iv) any acts of discrimination, or v) any feedback received from any User. For the avoidance of doubt, actions available to FlightClub resulting from any determination made by FlightClub pursuant to this Section XIII.1, in its sole and absolute discretion, shall include but not be limited to i) manual changes to User Scores, ii) limiting or restricting a User's access to the FCP, iii) requiring additional verification by a User, iv) removal or editing of User Content, or v) permanent User removal and access prohibitions to the FCP. After any permanent User removal or User access prohibitions, you may or may not be granted permission to use the FCP or re-establish an Account, and, where applicable, you may lose access to and be unable to use credits that might have accumulated while using the platform
- XIII.2 FlightClub reserves the right, in its sole discretion, to refuse Block Hour Rental, terminate Accounts, remove or edit content, cancel reservations, or deny access to the FCP.
- XIII.3 Users shall not solicit any other User to transact directly with such User, in an effort to defeat, or resulting in the avoidance of the payment of an FCP Access Fee which would have been otherwise applicable, for any Block Hour Rental which originated from the FCP.

ARTICLE XIV. Disclaimers

- XIV.1 If you choose to use the FCP or Collective Content, you do so voluntarily and at your sole risk. The FCP and Collective Content are provided "as is", without warranty of any kind, either express or implied.

- XIV.2 You agree that you have had whatever opportunity you deem necessary to investigate the laws, rules, or regulations that may be applicable to your Listings and/or Block Hour Rentals you are receiving and that you are not relying upon any statement of law or fact made by FlightClub relating to a Listing.
- XIV.3 If we choose to conduct identity verification or background checks on any User, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a User or guarantee that a User will not engage in misconduct in the future.
- XIV.4 You agree that all Block Hour Rentals may carry inherent risk, and by participating in such Block Hour Rentals, you choose to assume those risks voluntarily. You assume full responsibility for the choices you make before, during and after your reservation, and receipt of a Block Hour Rental. If you are bringing a minor as an additional guest, you are solely responsible for the supervision of that minor throughout the duration of your Block Hour Rental and to the maximum extent permitted by law, you agree to release and hold harmless FlightClub from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during the Block Hour Rental or in any way related to your Block Hour Rental.
- XIV.5 You agree FlightClub has no special knowledge of any User's financial condition or any knowledge of any other indicia of risk profile.
- XIV.6 You agree you are solely responsible for compliance with all travel document requirements imposed by any applicable Governmental Authority when traveling internationally.
- XIV.7 You agree FlightClub is not responsible for any events beyond its control.
- XIV.8 The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

ARTICLE XV. Limitations on Liability

- XV.1 You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your 1) access to and use of, or inability to access or use of the FCP and Collective Content, 2) publishing of any Listing, 3) reserving of any Block Hour Rental, 4) performance of, or presence aboard, any flight reserved through or originating from the FCP, 5) from any communications, interactions or meetings with other Users or other persons with whom you communicate, interact or meet with as a result of your use of the FCP, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not FlightClub has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose, remains with you. Neither FlightClub nor any other party involved in creating, producing, or delivering the FCP or Collective Content will be liable for any claims arising out of or in connection the foregoing, and shall further not be liable for any injury, loss, lost profits, loss of data or loss of goodwill, Block Hour Rental interruption, computer damage or system failure or the cost of substitute products or Block Hour Rentals, expenses, or incidental, special, exemplary or consequential damages, or any other irregularity caused by the defect of any aircraft or conveyance, or the negligence of any company or person engaged in conveying the passenger, or carrying out the

arrangements for User's trip or by accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine or any similar cause. **In no event shall FlightClub's aggregate liability arising out of or in connection with these Terms and your use of the FCP including, but not limited to, from your publishing any Listing or reserving any Block Hour Rental via the FCP, or from the use of or inability to use the FCP or Collective Content and in connection with any other Block Hour Rental or interactions with any other Users, exceed the FCP Access Fee amounts you have paid for the reservation made via the FCP and the Block Hour Rentals received.** The limitations of damages set forth above are fundamental elements of the basis of the bargain between FlightClub and you.

- XV.2 IN ALL CASES AND UNDER ALL CIRCUMSTANCES, FLIGHTCLUB SHALL NOT IN ANY EVENT BE LIABLE TO ANY USER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE, VALUE, REVENUE, BUSINESS OPPORTUNITIES, AND THE LIKE, UNDER ANY CIRCUMSTANCES OR FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY DELAY OR FAILURE TO FURNISH ANY AIRCRAFT CAUSED OR OCCASIONED BY THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS OF AN OWNER (REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY), EVEN IF ANY SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITIES OF SUCH DAMAGES.

ARTICLE XVI. Indemnification

- XVI.1 You agree to release, defend (at FlightClub's option), indemnify, and hold FlightClub and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the FCP or any Block Hour Rentals, (iii) your interaction with any User, receipt or lack of receipt of any Block Hour Rental, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, use, participation or use of any Block Hour Rental, (iv) FlightClub's collection from Members, and remittance to Owners, of applicable Taxes, or (v) your breach of any laws, regulations or third-party rights.

ARTICLE XVII. Dispute Resolution and Arbitration Agreement

- XVII.1 This Article shall apply irrespective of your Country of Residence for all claims you may have, or claim to have, against FlightClub, or any person or entity affiliated therewith, except as otherwise provided for herein.
- XVII.2 FlightClub is committed to participating in a User-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom Section XVII.1 applies: (1) an informal negotiation directly with FlightClub's customer Block Hour Rental team, and (2) a binding arbitration administered by the American Arbitration Association ("AAA") using its specially designed Consumer Arbitration

Rules (as modified by this ARTICLE XVII and except as provided in Section XVII.2.4). Specifically, the Consumer Arbitration Rules provide:

- XVII.2.1 Claims can be filed with AAA online (www.adr.org);
 - XVII.2.2 Arbitrators must be neutral and no party may unilaterally select an arbitrator;
 - XVII.2.3 Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
 - XVII.2.4 Parties retain the right to seek relief in small claims court for certain claims, at their option;
 - XVII.2.5 The initial filing fee for the User is capped at \$200;
 - XVII.2.6 The User gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
 - XVII.2.7 The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.
- XVII.3 Prior to initiating arbitration, you and FlightClub each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact FlightClub's customer relations team by emailing us. If after a good faith effort to negotiate, either party determines that the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.
- XVII.4 You and FlightClub mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement or interpretation thereof, or to the use of the FCP, the Block Hour Rentals, or the Collective Content (collectively, "Disputes") will be settled by binding arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and FlightClub agree that the arbitrator will decide that issue.
- XVII.5 You and FlightClub each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).
- XVII.6 This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

- XVII.7 In order to make the arbitration most convenient to you, FlightClub agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in any other location to which you and FlightClub both agree; (c) via phone or video conference; or (d) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.
- XVII.8 You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment,
- XVII.9 The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.
- XVII.10 You and FlightClub acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable disputes.
- XVII.11 You and FlightClub acknowledge and agree that we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless you and FlightClub both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If this paragraph is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute.

ARTICLE XVIII. General Contract Terms

- XVIII.1 Except to the extent expressly granted by FlightClub to any person under these Terms, FlightClub hereby reserves all further rights as against any User.
- XVIII.2 Time is of the essence for these Terms.
- XVIII.3 These Terms and the Agreement are entered into in the State of New York, irrespective of the residency status or location of any User, and shall be governed by and construed in accordance with the laws in force in the State of New York, and the Federal laws applicable therein, and the reference to such laws shall not, by the application of conflict of law rules, or otherwise, require the application of the laws in force in any jurisdiction other than the State of New York, and the Federal laws applicable therein. Except as required by the Dispute Resolution and Arbitration Agreement stated under ARTICLE XVII, FlightClub and each User agrees to otherwise submit and attorn to the jurisdiction of the Courts located in the City and State of New York and all Courts of appeal therefrom with respect to all matters arising from these Terms or this Agreement.
- XVIII.4 No waiver by FlightClub of any provision, article, section, or the breach of any provision, article, or section of these Terms shall be effective unless it is contained in a written instrument duly executed by FlightClub granting the waiver. Such waiver shall affect only the matter specifically identified in the instrument granting the waiver and shall not extend to any other matter, provision or breach. The failure of

FlightClub to give notice to any User or to take any other steps in exercising any right, or in respect of the breach or non-fulfillment of any provision of these Terms shall not operate as a waiver of that right, breach or provision nor shall any single or partial exercise of any right preclude any other or future exercise of that right or the exercise of any other right, whether in law or in equity or otherwise.

XVIII.5 Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plural and vice versa, and impersonal pronouns shall be deemed to include the personal pronoun of the appropriate gender.