

ZED AEROSPACE/AURA TERMS AND CONDITIONS USER AGREEMENT

IMPORTANT. PLEASE READ CAREFULLY: These Terms of Use ("Terms") are a legally binding agreement between you ("You", "User" and "Founding KeyHolder(s)") and ZED Aerospace, LLC., ("ZED Aerospace" or "We"), for the use of this Internet website (the "Website") and Founding KeyHolder Program ("Program" or "Founding KeyHolder Program"). Access to and use of this Website and Founding KeyHolder Program by any User is subject to these Terms, including any modifications or additions to these Terms from time to time issued by ZED Aerospace and all applicable laws and regulations. By accessing or using this website and/or registering for the Founding KeyHolder program, user agrees to be bound by these terms, including the warranty disclaimers, limitations of liability and termination provisions below. If you do not agree to these terms, do not use this website or submit any payment.

ZED AEROSPACE DOES NOT HOLD OUT, SOLICIT, OR ACCEPT PAYMENT FOR AIR TRAVEL OF ANY KIND. THE AURA FOUNDING KEYHOLDER PROGRAM IS FOR INDIVIDUALS WHO ARE INTERESTED IN AVIATION AND ARE KEEN TO PROVIDE DIRECT INPUT IN THE DEVELOPMENT OF A NEW AIRCRAFT DESIGN. TODAY, KEYHOLDERS RECEIVE EXCLUSIVE ACCESS TO AURA AIRCRAFT DEVELOPMENT VIDEOS AND IMAGES, AIRCRAFT-DESIGN DECISION SURVEYS, PASSENGER EXPERIENCE QUESTIONNAIRES, KEYHOLDER-ONLY FIRST-TO-KNOW-UPDATES, DISCOUNTS ON PARTNER PRODUCTS, AND INVITATIONS TO KEYHOLDER-ONLY EVENTS IN THE UNITED STATES. THE ONE-TIME FOUNDING KEYHOLDER FEE DOES NOT PROVIDE FLIGHTS, VOUCHERS FOR FLIGHTS, OR DISCOUNTS FOR FLIGHTS ON AURA AIRCRAFT OR ANY FORM OF AIR OR GROUND TRANSPORTATION. ZED AEROSPACE IS NEITHER AN AIR CARRIER, COMMON CARRIER NOR IS IT HOLDING OUT AIR TRANSPORTATION SERVICES TO THE PUBLIC.

Persons engaging in the Founding KeyHolder Program understand that:

1. The Founding KeyHolder program is made available only to persons over the age of 18 years old.
2. The Founding KeyHolder fee is due upon registration and is non-refundable except where outlined in the Founding KeyHolder Refund Policy.
3. The Founding KeyHolder program is not a membership program. The Founding KeyHolder Program guarantees only delivery of exclusive digital content and the AURA Metallic Series.
4. Prior to first flight, Founding KeyHolders will be presented with a Membership Agreement and Contract of Carriage separate from the terms of today's Founding KeyHolder program.
5. Founding KeyHolders are under no obligation to enter the Membership Agreement.
6. ZED Aerospace is under no obligation to present Founding KeyHolders with a Membership Agreement.
7. ZED Aerospace reserves the right to change or cancel any and all features of AURA and the Founding KeyHolder Program at any time. Founding KeyHolders will be notified via email or by posting such changes on our site, or such other reasonable means.
8. ZED Aerospace reserves the right to digitally watermark any and all content distributed to Founding KeyHolders in an effort to prevent unfair distribution of exclusive material.
9. Founding KeyHolders are strictly prohibited from distributing, reproducing, duplicating, copying, selling, reselling, renting, or leasing any digital or physical materials delivered under the Founding KeyHolder Program. Users who are discovered to have engaged in any of the prohibited aforementioned actions will be subject to immediate termination of this agreement.
10. Termination: You are solely responsible for properly canceling your account. You may cancel your account at any time by sending an email to hello@ZEDAerospace.com. All cancellations will be processed within forty-eight (48) hours of receipt of the request for cancellation. We reserve the right to in our sole and absolute discretion, to temporarily suspend access to the Service (in whole or in part) for: (a) scheduled or unscheduled maintenance; (b) purposes of maintaining the security and/or integrity of ZED Aerospace's network, hardware, or associated systems or those of its third party providers; (c)

ZED AEROSPACE/AURA TERMS AND CONDITIONS USER AGREEMENT

failure by you to timely pay the Founding KeyHolder Fee; or (d) the actual or suspected violation of this Agreement.

ZED AEROSPACE IS NOT A COMMON CARRIER NOR DOES IT HOLD OUT ANY WILLINGNESS TO TRANSPORT ANY PERSONS OR PROPERTY ANYWHERE AT ANY TIME FOR ANY COMPENSATION. ZED AEROSPACE IS NOT A DIRECT OR INDIRECT AIR CARRIER, NOR DOES IT HOLD OUT, OFFER, SELL, OR PROVIDE AIR TRANSPORTATION. ZED AEROSPACE IS NOT A TRAVEL CLUB, NOR DOES IT HOLD OUT, OFFER, SELL, OR PROVIDE ANY RELATED AIR TRANSPORTATION SERVICES. ZED AEROSPACE IS NOT A PUBLIC CHARTER, TICKET AGENT, TRAVEL AGENT, SELLER OF TRAVEL, BROKER, OR COORDINATOR OF TRAVEL. ZED AEROSPACE MAKES NO GUARANTEE OR REPRESENTATION THAT IT WILL SEEK, NOW OR EVER, AUTHORITY FROM THE SECRETARY OF TRANSPORTATION TO ENGAGE IN AIR TRANSPORTATION AS A COMMON CARRIER, DIRECT OR INDIRECT AIR CARRIER, CHARTER AIR CARRIER, PUBLIC CHARTER, TICKET AGENT, OR SELLER AND COORDINATOR OF TRAVEL. ZED AEROSPACE MAKES NO GUARANTEE THAT IT WILL OBTAIN ANY SUCH TRANSPORTATION OR ECONOMIC AUTHORITY. ZED AEROSPACE REPRESENTS AURA ONLY AS AN AIRCRAFT IN DEVELOPMENT, WITH THE INTENTION TO BE OPERATED BY APPROVED FAA, DOT, AND OTHER RELEVANT FEDERAL OR STATE AUTHORITIES.

1. General

a. This Website provides information about ZED Aerospace and its future program, namely, but not limited to "AURA." All services advertised on this Website are available for delivery only within the United States. Use of this Website is limited to legitimate purposes. ZED Aerospace may, from time to time, introduce new features to this Website or modify or delete existing features in its sole discretion. ZED Aerospace shall notify User of any of these changes to features to the extent ZED Aerospace is required by law to do so. By using any new or modified features when they become available, User agrees to be bound by these Terms concerning such features.

b. Comparative rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Pricing quotes are not updated every day. The information supplied by this Website is believed to be accurate, but ZED Aerospace does not warrant or guarantee such accuracy. ZED Aerospace reserves the right to change the price of its services without prior notification to users. ZED Aerospace shall notify its users of price changes to the extent required by law. When using this information for any financial decision, we advise you to independently verify the accuracy of the comparative rates. We do not authorize the use of this information for any purpose other than your personal use and you are expressly prohibited from the resale, redistribution, and use of the information contained herein for commercial purposes. All prices for services on this Website are quoted in U.S. currency, are valid and effective only in the United States, and are subject to change at any time without notice. Price comparisons made on this Website highlight the relative savings amounts of the pricing reflected herein, with the Price Quotes being the price obtained by ZED Aerospace from sources believed to be reliable. ZED Aerospace makes no representation or warranty that ZED Aerospace's price is the lowest price available to User for services, or that any services have been provided at the stated rates.

c. Any access or attempted access of other areas of ZED Aerospace's computer systems or other information contained therein for any purposes is strictly prohibited. User agrees not to interfere in any way with others' use of or access to this Website or take any action that imposes an unreasonable or unusually large load on this Website. ZED Aerospace reserves the right to report any activity that it reasonably suspects violates any law or regulation and disclose any information to law enforcement officials, regulators, or other appropriate third parties.

d. ZED Aerospace has the right in its sole discretion and without prior notice and from time to time, to modify these Terms with respect to access to or use of this Website. Such modifications and additions shall be effective immediately upon posting the modified Terms to this Website, which posting shall be deemed notice to User. If User disagrees with

ZED AEROSPACE/AURA TERMS AND CONDITIONS USER AGREEMENT

the changes to these Terms, User should discontinue User's use of this Website. Any access to or use of this Website after posting of modifications or additions to these Terms shall constitute and be deemed to be such User's agreement to such modified Terms.

e. ZED Aerospace has the right to modify or discontinue, temporarily or permanently, this Website, any services advertised by ZED Aerospace through this Website, or any User's right to access or use any portion of this Website, in ZED Aerospace's sole discretion, at any time and without prior notice, for any reason, including without limitation: (1) attempts by User to gain unauthorized access to this Website or assist others attempting to do so, (2) User disabling any security features on this Website, (3) User's violation of these Terms, (4) Failure of User to pay for services advertised herein or any related charges, (5) Suspected or actual infringement of a third party's intellectual property rights, or (6) Requests by law enforcement or other government agencies. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes. User acknowledges and agrees that ZED Aerospace shall not be liable to user or any third party for any modification, suspension, or discontinuance of this website or any services advertised on this website.

2. Website Use

a. ZED Aerospace cannot and will not be liable for any loss or damage arising from User's failure to comply with User's obligations hereunder. ZED Aerospace reserves the right to suspend or terminate any User's use of this Website upon notice to User that it reasonably determines may have been used for an unauthorized purpose. ZED Aerospace will not be liable for any damage, injury or other such loss that the User incurs by failing to maintain the confidentiality of the User Name or Password or by otherwise failing to comply with these Terms.

b. By establishing a User Name with ZED Aerospace, and each time User accesses this Website, User authorizes ZED Aerospace to contact User at User's e-mail address. User may stop receiving ZED Aerospace's marketing e-mails by sending an e-mail to ZED Aerospace at hello@flyAURA.com or following the opt-out procedures set forth in such emails.

c. User is solely responsible for maintaining the security of its User Name and Password. User may not disclose its User Name or Password to any third party and is solely responsible for any use of or action taken under its User Name and Password on this Website. User is responsible for changing its User Name and Password if either is compromised. User agrees that ZED Aerospace, in its sole discretion, may terminate User's Password or User Name or use of this Website for any reason, including, without limitation, for lack of use, or if ZED Aerospace believes that User has violated or acted inconsistently with the letter or spirit of these Terms. User agrees that any termination of User's Password or User Name or use of this Website may be effected without prior notice and acknowledges and agrees that ZED Aerospace may immediately deactivate or delete User's account and all related information and files and/or bar any further access to such information and files. User agrees that ZED Aerospace shall not be liable to User or any third party for any termination of User's access, as provided herein.

d. ZED Aerospace may, at its option, change the parameters for passwords used to access this Website without prior notice to User. If ZED Aerospace does so, User will be prompted, and be required, to change its Password the next time User accesses this Website under the User Name. To prevent unauthorized access to User accounts and to prevent unauthorized use of this Website, User agrees to protect and keep confidential its User Name, Password, or other means of accessing User accounts on this Website. If User discloses User's User Name and/or Passwords to any person(s) or entity, User assumes all risks and losses associated with such disclosure. If User permits any other person(s) or entity to use this Website with User's User Name, Passwords, or other means to access User accounts, User is responsible for any transactions and activities performed from User accounts and for any use of User personal and account information by such person(s) or entity.

ZED AEROSPACE/AURA TERMS AND CONDITIONS USER AGREEMENT

e. User may use the records, documents and information obtained through this Website only as necessary to use this Website's services. Without limiting the foregoing or expanding any User rights hereunder, User agrees that it will not (A) republish, reproduce, sell, resell, distribute (through linking or framing or otherwise) or make any commercial use of this Website (other than the ordering of merchandise in accordance with these Terms) or any of the information available through this Website; (B) make any use of any such information or the facilities of ZED Aerospace that would allow an unauthorized third party to have access to or the benefits of this Website; (C) collect or use other users' e-mail addresses or other users' information, ratings or listings, or otherwise conduct any data extraction or data mining whatsoever.

f. User agrees that, while using this Website, User will not: (A) transmit or post on this Website any message under a false name; (B) transmit or post on this Website any unlawful, libelous, defamatory, threatening, abusive, harassing or otherwise objectionable information of any kind, including, without limitation, any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise under any applicable law; (C) transmit or post on this Website any record, document or information that discloses private or personal matters concerning any person, including, but not limited to, messages or information that would violate a person's rights of privacy or publicity; (D) transmit or post on this Website any record, document, information, file or software that contains a virus, worm, Trojan Horse or any other contaminating or destructive features; (E) transmit or post on this Website any record, document, information, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets, confidential or other proprietary information, or use of trademarks or service marks in an infringing fashion; (F) interfere, in any way, with other use of or access to this Website; (G) offer for sale or sell illegal merchandise, including counterfeit merchandise or merchandise or services that violate or infringe upon the patent rights, copyrights, trade secrets, trademarks or other intellectual property rights or other rights of any person or entity; or (H) modify, delete or alter any information provided by or on behalf of any other User.

g. User agrees to comply with all applicable laws, statutes and regulations regarding use of this Website, including ordering and/or purchasing merchandise and services. ZED Aerospace may report fraudulent conduct to law enforcement authorities, and ZED Aerospace will cooperate with such authorities. ZED Aerospace reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement or regulatory officials. In order to cooperate with governmental requests, to protect ZED Aerospace's systems and customers, or to ensure the integrity and operation of ZED Aerospace's business and systems, ZED Aerospace may access and disclose any information it considers necessary or appropriate, including, without limitation, User contact details, IP addressing and traffic information, usage history and posted content. User agrees to comply with all local rules regarding online conduct and acceptable content. User agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which User resides.

3. Website Content

a. The information and materials posted on this Website by ZED Aerospace or any other party may contain errors, omissions, or typographical errors or may be out of date. ZED Aerospace may change, delete, or update any information or materials posted by ZED Aerospace at any time, from time to time, without prior notice. The information and materials posted on this Website by ZED Aerospace are provided for informational purposes only and are not binding on ZED Aerospace in any way except as otherwise expressly agreed to in writing by ZED Aerospace.

b. User understands that certain merchandise, services and information advertised on or through this Website (other than merchandise, services and information clearly identified as being supplied directly by ZED Aerospace) are provided by third parties that are not affiliated with or under the control of ZED Aerospace. ZED Aerospace does not operate, control, endorse, guaranty, represent or warrant in any way any merchandise, services or information offered or provided by such third parties on or accessed through this Website.

ZED AEROSPACE/AURA TERMS AND CONDITIONS USER AGREEMENT

c. Links and references on this Website to other Internet websites operated by third parties, if any, including ZED Aerospace's corporate partners, do not constitute sponsorship, endorsement, or approval by ZED Aerospace of the content, policies, or practices of such linked or referenced websites. Linked and referenced websites are not operated, controlled, or maintained by ZED Aerospace, and ZED Aerospace is not responsible for the availability, content, policies, or practices of linked or referenced websites. Links and references to other websites are provided for User's convenience only, and User accesses them at User's own risk.

d. ZED Aerospace is not liable for content that is provided by others. ZED Aerospace cannot and does not screen the content provided by users of this Website. Notwithstanding the foregoing, ZED Aerospace reserves the right to monitor content on this Website and to remove content that ZED Aerospace, in its sole discretion, determines to be harmful, offensive, or otherwise in violation of applicable law, these Terms or the spirit of this Website. ZED Aerospace is not responsible for any failure or delay in removing such material. ZED Aerospace is not responsible for content made available on the Internet.

4. Orders for Services

a. To order any services advertised herein, the user needs to follow the process outlined on this Website. Services availability is subject to change at any time. ZED Aerospace makes no representations or warranties regarding the availability of services in all areas. ZED Aerospace reserves the right to refuse or cancel any orders for [merchandise and/or] services listed at an incorrect or mistaken price, or containing any other incorrect information or typographical errors. If your service or product is cancelled because the fare was mistaken, ZED Aerospace will provide compensation for reasonable, actual and verifiable out-of-pocket expenses that were made in reliance upon the purchase. Please contact ZED Aerospace for more information. ZED Aerospace reserves the right, at any time and from time to time, to change its ordering and billing procedures effective upon posting on this website.

5. Confidentiality

ZED Aerospace holds the confidentiality of its Users in the highest regard and will take all commercially reasonable measures not to disclose information about User or User's communications to any other party, except when ZED Aerospace believes, in good faith, that such action is reasonably necessary to: (i) comply with applicable law or with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the legitimate interests of ZED Aerospace or others. Notwithstanding the foregoing, User agrees that any information or materials that User or individuals acting on User's behalf provide to ZED Aerospace will not be considered confidential or proprietary. By providing any such information or materials to ZED Aerospace, User grants to ZED Aerospace an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information and materials. User further agrees that ZED Aerospace is free to use any ideas, concepts or know-how that User, or individuals acting on User's behalf, provides to ZED Aerospace. User hereby agrees that any comments, feedback or recommendations of User for the improvement or modification of this Website or the merchandise or services advertised herein shall be the sole property of ZED Aerospace.

6. Privacy Policy

a. Registration data, and certain other information about User, is subject to ZED Aerospace's Privacy Policy. ZED Aerospace does not sell, rent, or give personally identifiable information about Users to third parties, except as specified in these Terms or in its Privacy Policy. User must disclose certain Personally Identifiable Information to use certain functions of this Website. As a condition of registering with this Website, User represents that User has first read ZED Aerospace's Privacy Policy and consents to the collection, use and disclosure of User's Personally Identifiable Information and Non-Personally Identifiable Information as described in ZED Aerospace's Privacy Policy. ZED Aerospace's Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing this Website, or using any features, User agrees that User will first review ZED Aerospace's Privacy Policy.

ZED AEROSPACE/AURA TERMS AND CONDITIONS USER AGREEMENT

b. While ZED Aerospace takes reasonable steps to safeguard and to prevent unauthorized access to User's personal information, ZED Aerospace cannot be responsible for the acts of those who gain unauthorized access, and ZED Aerospace makes no warranty, express, implied, or otherwise, that ZED Aerospace will prevent unauthorized access to User's private information. In no event shall ZED Aerospace or its affiliates be liable for any damages (whether consequential, direct, incidental, indirect, punitive, special or otherwise) arising out of, or in any way connected with, a third party's unauthorized access to user's personal information, regardless of whether such damages are based on contract, strict liability, tort or other theories of liability, and also regardless of whether ZED aerospace was given actual or constructive notice that damages were possible.

7. DISCLAIMER OF WARRANTY

USER UNDERSTANDS AND AGREES THAT USER'S USE OF THIS WEBSITE IS AT USER'S SOLE RISK AND THAT THIS WEBSITE AND ALL INFORMATION, SERVICES, MERCHANDISE AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, SERVICES, MERCHANDISE AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THIS WEBSITE ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO USER. TO THE FULLEST EXTENT PERMITTED BY LAW, ZED Aerospace DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THIS WEBSITE AND ALL INFORMATION, MERCHANDISE AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, MERCHANDISE AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THIS WEBSITE. NO LICENSE TO USER IS IMPLIED IN THESE DISCLAIMERS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (I) ZED AEROSPACE MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER CONCERNING THIS WEBSITE OR ANY OTHER INTERNET WEBSITE, THE ACCESS TO, OR THE AVAILABILITY OR USE OF, THIS WEBSITE OR ANY OTHER INTERNET WEBSITE, THE INFORMATION, MATERIALS, RECORDS OR DOCUMENTS FROM WHATEVER SOURCE, POSTED ON OR REFERRED TO IN THIS WEBSITE OR ANY OTHER INTERNET WEBSITE OR THE CONTENT, ACCURACY, COMPLETENESS OR TIMELINESS OF SUCH INFORMATION, MATERIALS, RECORDS OR DOCUMENTS; (II) ZED AEROSPACE DOES NOT WARRANT OR REPRESENT THAT USER'S ACCESS TO, OR USE OF, THIS WEBSITE OR ANY OTHER INTERNET WEBSITE WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR ANY OTHER INTERNET WEBSITE IS, OR THE RECORDS, DOCUMENTS, SOFTWARE OR FILES FROM WHATEVER SOURCE AVAILABLE FOR USE OR DOWNLOADING ARE, FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; (III) ZED AEROSPACE DOES NOT REPRESENT OR WARRANT THAT ANY MERCHANDISE OR SERVICES LISTED ON, OR ACCESSED THROUGH, THIS WEBSITE WILL BE AVAILABLE FOR PURCHASE OR NOT WITHDRAWN BY THE LISTING VENDOR AT ANY TIME, AND IT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER CONCERNING SUCH MERCHANDISE OR SERVICES; AND (IV) ZED Aerospace DOES NOT REPRESENT OR WARRANT THE ACCURACY, FUNCTIONALITY, SPECIFICATIONS OR ANY OTHER ASPECT OF INFORMATION OR SERVICES FROM WHATEVER SOURCE POSTED OR ACCESSED THROUGH THIS WEBSITE. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO USER.

8. LIMITATION ON LIABILITY

a. Under no circumstances will ZED aerospace be liable to user or any other entity or person for any direct, indirect, consequential, incidental, special or punitive damages, whether in contract or tort, including negligence, tort (including negligence) or other legal theory, arising in any way out of or in any way related to, access to or use of or inability to access or use this website or any other internet website or the contents of this website or any other internet website, including but not limited to lost profits, sales, or goodwill, business interruption, or loss of programs or other data on computer systems or otherwise, even if ZED Aerospace is advised of the possibility of such damages. User

ZED AEROSPACE/AURA TERMS AND CONDITIONS USER AGREEMENT

agrees that user's only remedy for any use of or dissatisfaction with this website or ZED Aerospace shall be to discontinue use of this website.

b. If a dispute arises between two or more users, or between a user and a third-party vendor, each user releases ZED Aerospace (and its affiliates and their respective agents and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

c. Dispute Resolution: In the event of a dispute under this Agreement, where such dispute has not been settled within ninety (90) days after written notice from either party to the other of the existence of the dispute, the parties agree that, at the request of either party, such dispute will be submitted for binding arbitration with the following conditions: (i) the proceeding will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, provided, however, that the arbitrator will be required to issue a statement of the reasons upon which his or her decision is based; (ii) the proceeding will be held in Miami, Florida; (iii) the arbitrator will decide the assignment of the costs of the arbitration based on allocation of fault; (iv) the proceeding will be closed except to the parties, their attorneys, representatives, witnesses, and experts, all of whom must agree or have a duty to maintain the confidentiality of the dispute and its result, except as needed to implement the ruling; and (v) the decision of the arbitrator will be enforceable in any court of competent jurisdiction. The arbitrator will not be authorized to override any provision hereof, including, without limitation, any specified limitations of liability.

d. Indemnification: User agrees to defend, indemnify and hold harmless ZED Aerospace, its corporate affiliates and partners, and their affiliates and related entities and their respective directors, officers, shareholders, employees, and agents from and against all claims, losses, damages, liabilities and costs (including, but not limited to, reasonable attorneys' fees and court costs), arising out of or relating to User's breach of these Terms or User's access to or use of this Website. The foregoing indemnification obligation shall survive termination of these Terms and this Website and any merchandise or service provided to User arising out of or relating to User's use of this Website.

9. Trademarks and Copyrights

a. Unless otherwise noted, the trademarks, logos, photography, brand names and service marks used on this Website are owned by ZED Aerospace or by third parties that have licensed their use to ZED Aerospace. User may print copies of the content of this Website, provided that these copies are made only for internal use, and that any notices contained in any such content, such as all copyright notices, trademark legends, or other proprietary rights notices, are maintained. Other use of these marks or Website content, except as specifically permitted in these Terms or in a writing signed by ZED Aerospace, is strictly prohibited. Elements of this Website are protected by trade dress, trademark, unfair competition and other state and federal laws and, except as expressly permitted herein, may not be copied or imitated in whole or in part by any means, including, but not limited to, the use of framing or mirrors. User shall not store electronically any significant portion of this Website.

b. Intellectual Property Ownership: ZED Aerospace alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Application and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Application or the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Application or the Service, or any intellectual property rights owned by ZED Aerospace. The ZED Aerospace name, ZED Aerospace logo, and the product names associated with the Application and Service are trademarks of ZED Aerospace and no right or license is granted to use them. The AURA name, AURA

ZED AEROSPACE/AURA TERMS AND CONDITIONS USER AGREEMENT

logo, and the product names associated with the Application and Service are trademarks of ZED Aerospace and no right or license is granted to use them.

c. The ZED Aerospace and AURA website contain valuable trademarks owned and used by us to distinguish the Site and Service from those of others. The Site and/or Service may also contain references to other entities' trademarks and service marks, but such references are for identification purposes only and are used with the permission of their respective owners. We do not claim ownership in, or any affiliation with, any third party trademarks or service marks appearing on the Site and/or Service. You agree not to use or display any trademarks you do not own without our prior written consent or the consent of the owner of such mark.

10. Refund and Cancellations

User agrees to comply with ZED Aerospace Refund and Cancellations policy. Full refunds, without penalty, are promptly issued within 3-days of Founding KeyHolder payment. No refunds will be made available thereafter. Disgruntled customers may email hello@ZEDAerospace for a case-by-case review seeking a waiver of this refund policy. Founding KeyHolders may keep any free items and digital content delivered to the member prior to canceling. Any distribution of this material is strictly prohibited at any time. Upon cancellation, the member will be unable to access premium content on the AURA Founding KeyHolder website, may no longer receive member-exclusive content, and may not receive invitations to planned events. Members who cancel prior to receiving free promotional items will not then be entitled to delivery of the items.

11. Miscellaneous

a. These Terms, together with any agreement into which these Terms are incorporated by reference, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations.

b. These Terms may be waived only in writing signed by an authorized representative of ZED Aerospace. No waiver by ZED Aerospace of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default, and the failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right that may be exercised at any subsequent time.

c. If any provision hereunder shall be unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable from the other provisions hereunder and shall not affect the validity and enforceability of any other provisions hereunder.

d. ZED Aerospace shall not be liable for any nonperformance or delay in performance caused by any act or event beyond its reasonable control, including, but not limited to, acts or omissions of third parties, unavailability of supplies, equipment failure, war, strikes, lockouts, fire, flood or any other act of God, any law, regulation, ordinance or other act or Order of any court, government or governmental agency, or delays, unavailability, errors or other failures of the Internet or other data networks.

e. Access to or use of this Website by User shall not be construed as ZED Aerospace's purposeful availment of the privilege or benefits of doing business in any state or legal jurisdiction other than the State of Florida. User's agreement to these Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts or choice of laws principles.

ZED AEROSPACE/AURA TERMS AND CONDITIONS USER AGREEMENT

f. These Terms shall be binding on the successors and assigns of the parties, including, but not limited to, the indemnity obligations set forth herein, but User may not assign, transfer or delegate its rights or obligations under these Terms without ZED Aerospace's prior express written consent.

g. No right or remedy conferred upon or reserved to ZED Aerospace by these Terms shall be exclusive of any other right or remedy herein or by contract or law, and all rights or remedies conferred upon ZED Aerospace by these Terms and by law shall be cumulative and in addition to any other right or remedy available to ZED Aerospace.