

May 1, 2018

Welcome to Path 2 Flight! These Terms of Use ("Terms") are a contract between you and Path 2 Flight LLC. ("Path 2 Flight" or "we") and govern your access to and use of any Path 2 Flight website, mobile application (such as for iPhone or Android) or content (the "Site") or any flight experience, or other flight related classes, experiences, activities, events, services, recordings, and/or products made available through Path 2 Flight (collectively, "Experience(s)"). Please read these Terms carefully before accessing and/or using the Site and/or Experiences.

THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT REQUIRE YOU TO ARBITRATE ALL DISPUTES YOU HAVE WITH PATH 2 FLIGHT ON AN INDIVIDUAL BASIS. PLEASE SEE SECTION 18 FOR MORE INFORMATION ABOUT THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND PATH 2 FLIGHT WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS WIDE ARBITRATION.

## 1. Terms of Use.

**a) Acceptance of Terms.** By accessing and/or using the Site and/or Experiences, or clicking any button to indicate your consent, you accept and agree to be bound by these Terms, just as if you had agreed to these Terms in writing. If you do not agree to these Terms, do not use the Site or any Experience.

**b) Amendment of Terms.** Path 2 Flight may amend the Terms from time to time. Unless we provide a delayed effective date, all amendments will be effective upon posting of such updated Terms. Your continued access to or use of the Site or Experiences after such posting constitutes your consent to be bound by the Terms, as amended.

**c) Additional Terms.** In addition to these Terms, certain plans, offers, products, services, elements or features may also be subject to additional terms, conditions guidelines or rules which may be posted, communicated or modified by us or applicable third parties at any time. Your use of any such plan, offer, product, service, element or feature is subject to those additional terms and conditions, which are hereby incorporated by reference into the Terms, provided that in the event of any conflict between such additional terms and the Terms, the Terms shall control. The Path 2 Flight Privacy Policy is hereby incorporated by reference.

## 2. Path 2 Flight Platform

**a) Path 2 Flight Platform.** The Path 2 Flight platform enables consumers to reserve, schedule, purchase, and access and attend a wide range of flight experiences, recreational and professional. Experiences offered and operated by flight facilities, flight schools, flight instructors, touring groups or other third parties (collectively, "Venues"). Path 2 Flight itself is not a flight facility, place of amusement or recreation, touring group, flight facility, flight school or similar establishment and does not own, operate or control any of the Experiences that are offered at or through such facilities.

**b) User Option.** There are a number of ways to participate in and submit Experiences through Path 2 Flight, such as a subscription plan for Experience providers, and/or customer purchases. These options consist of different flight experiences, services and features and may be subject to additional and differing conditions, prices, policies, and limitations. We reserve the right to modify, terminate or otherwise amend our offered options and posted Experiences at any time in our discretion. From time to time we may permit non-subscribers to submit certain Experiences, content or features for a cost or at no cost. Path 2 Flight makes no commitment on the quantity, availability, type or frequency at which such Experiences, content and features will be available to subscribers and non-subscribers and may modify, discontinue, remove or suspend access at any time and for any reason in our sole discretion.

**c) Subscription Plan.** To enjoy full access to the Site and submit Experiences, you need to sign up for a subscription. A subscription starts on the date that you sign up for a subscription and submit payment via a valid Payment Method (defined below) or reactivate a pre-existing subscription. Unless we otherwise communicate a different time period to you at the time of sign up or otherwise (such as a multi-month commitment plan), each billing cycle is one month in length (a "Subscription Cycle"). **Your Path 2 Flight subscription automatically renews each month, and we will automatically bill the monthly subscription fee to your Payment Method each month, until your subscription is cancelled or terminated.** For example, if you activate your Path 2 Flight subscription on May 5, your subscription will automatically renew on May 5 (as further explained in "Subscription Cycles," below). You must provide us with a current, valid, accepted method of payment ("Payment Method"). We may update the accepted methods from time to times. If you add a subscription to your base subscription or if you upgrade or downgrade to a different subscription, all such subscriptions will be governed by these Terms and will continue indefinitely until canceled or terminated.

**d) Path 2 Flight Account.** Your Path 2 Flight account is personal to you and you cannot transfer to third parties or allow third parties to use your Path 2 Flight account, including other Path 2 Flight users. You must not use or exploit the Site and/or Experiences for commercial purposes. We continually update and test various aspects of the Path 2 Flight platform. We reserve the right to, and by using the Site and/or Experiences you agree that we may, include you in or exclude you from these tests without notice. You understand and agree that Path 2 Flight may take actions we deem reasonably necessary to prevent fraud and abuse.

You agree that the information you provide to Path 2 Flight at sign up and at all other times will be true, accurate, current, and complete and that you will keep this information accurate and up-to-date at all times. When you sign up, you will be asked to create a password. You are solely responsible for all activity that occurs under your account, including any activity by unauthorized users. To use the Site you must have access to the Internet and may be required to download a Path 2 Flight mobile application to use some or all of Path 2 Flight features. You are solely responsible for providing your own access (e.g., computer, mobile device, Internet connection, etc.) to the Site and Experiences.

**e) Eligibility.** The availability of all or part of our Site and/or Experiences may be limited based on geographic, age, or other criteria as we may establish from time to time. You understand and agree we may disallow you from subscribing to Path 2 Flight or may terminate your subscription at any time based on these criteria. For example, you must

be 18 years of age or older post Experiences and/or purchase a Path 2 Flight subscription or Experience. You further understand that the Site and/or Experiences may not be available in every geography.

THESE TERMS ARE ONLY APPLICABLE TO USERS IN THE U.S. AND SEPARATE TERMS APPLY TO USERS IN OTHER JURISDICTIONS. THE SITE IS NOT AVAILABLE TO ANY USERS SUSPENDED OR REMOVED FROM THE SITE BY PATH 2 FLIGHT. BY USING THE SITE, YOU REPRESENT THAT YOU ARE A RESIDENT OF THE UNITED STATES, AT LEAST 18 YEARS OLD AND HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED. THOSE WHO CHOOSE TO ACCESS THE SITE DO SO AT THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL RULES INCLUDING, WITHOUT LIMITATION, RULES ABOUT THE INTERNET, DATA, EMAIL OR OTHER ELECTRONIC MESSAGES, OR PRIVACY.

**f) Communications:** By providing your information or creating an account, you agree that Path 2 Flight may contact you by email, direct mail, telephone or text messages at any of the addresses or phone numbers, as applicable, provided by you or on your behalf in connection with a Path 2 Flight account, including for marketing purposes. You may opt-out of marketing emails via the provided unsubscribe link or otherwise opt-out by contacting us at any time.

**g) Subscribing Organizations.** If you have express permission from Path 2 Flight to open or use an account on behalf of a company, entity, or organization (a "Subscribing Organization"), then you represent and warrant that you are an authorized representative of such organization with the authority to bind such it to these Terms; and agree to be bound by these Terms on its behalf.

### **3. Fees, Billing, Cancellation**

**a) Recurring Billing.** By initiating a Path 2 Flight subscription, you authorize us to charge you for your initial subscription period and a recurring monthly subscription fee at the then current rate, which may change from time to time. You acknowledge that the amount billed each month may vary for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges. You also authorize us to charge you any other fees you may incur in connection with your use of the Site, such as any applicable sign-up fee, transaction fees, taxes and cancellation or late fees, as further explained below. Note that even if you do not use the subscription or access the Site and/or Experiences, you will be responsible for subscription fees until you cancel your subscription, or it is otherwise terminated.

**b) Subscription Cycle.** When you sign up and purchase your Path 2 Flight subscription, your first Subscription Cycle will be billed immediately. Unless we expressly communicate otherwise, your subscription will automatically renew each month and you will be billed on the same date each month. We reserve the right to change the timing of our billing (and if we do, we'll make adjustments to the amounts we charge, as appropriate). In the event your paid subscription began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Path 2 Flight membership or became a paying member on January 31st, your next payment date is likely to be February 28th,

and your Payment Method would be billed on that date. Your renewal date may change due to changes in your subscription.

**c) Refunds.** Generally, our fees (including the monthly fee for your membership, and any other fees) are nonrefundable unless we specifically communicate otherwise at the time of purchase. However, we will provide a refund to subscribers for their current prepaid subscription period only in the following circumstances: (i) if you are canceling your subscription and request a refund within 5 days of the date of your first payment for your subscription or (ii) if your subscription is cancelled prior to the end of a period for which you have incurred a charge, due to your relocation, disability or death. We will also provide a refund for the purchase of an Experience only in the following circumstances: (i) if an Experience is cancelled within 48 hours from the start time of scheduled Experience or (ii) if the Experience is cancelled for reasons which include disability or death; provided, however, in each case (Experience purchase and subscriber) we reserve the right to charge a fee to cover the cost of any experience or other services or products you may have used or received prior to your cancellation and to ask for proof of such changed condition, to the extent permitted by law.

FLIGHT FACILITES ARE RESPONSIBALE TO HONOR CUSOTMER AND FACILITY REQUESTS TO RESCHUDLE WITHIN 30 DAYS OF THE INITIAL BOOKING

WE DO NOT PROVIDE REFUNDS FOR ANY PRIOR MONTHS INCLUDING FOR UNUSED EXPERIENCES PAST 90 DAYS.

**d) Price Changes.** We reserve the right to adjust pricing at any time. Unless we expressly communicate otherwise, any price changes to your subscription will take effect on your next billing cycle upon notice communicated through a posting on the Path 2 Flight website or mobile applicable or such other means as we may deem appropriate from time to time, such as email. If you do not cancel your subscription, you will be deemed to have accepted these new fees.

**e) Payment Methods.** You may edit your Payment Method information by logging onto our website or mobile app and editing it in your account settings. If a payment is not successfully settled due to expiration, insufficient funds or otherwise, you nonetheless will remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method or any other payment method you have provided, as it may be updated, including in the event you attempt to create a new account, reactivate the unsettled account or sign up for a new account. This may result in a change to your payment billing dates. If we cannot charge your account, we reserve the right, but are not obligated, to terminate your access to our Site or any portion thereof.

**f) Cancellation of Subscription.** Unless we communicate otherwise, you may terminate your subscription at any time before your subscription renews by letting us know via email at [admin@path2flight.com](mailto:admin@path2flight.com). Unless we communicate otherwise, following any cancellation you will continue to have access to your subscription through the end of your current prepaid Subscription Cycle, unless you cancel and receive a refund in which case your access will be terminated immediately. Note that if you do terminate your subscription, we reserve the right to charge a reactivation fee if you want to return to Path 2 Flight in future months or to restrict your access in future months.

**g) Other Fees.** You are responsible for paying applicable fees if you do not cancel a Experience you had posted with appropriate notice (48-hours) or do not support your posted Experience. Path 2 Flight reserve the right to change the policy regarding when we charge fees, to introduce additional fees and to change the amount of any such fees at any time.

#### **4. Privacy.**

Yours and our customer's privacy is important to Path 2 Flight. The Path 2 Flight Privacy Policy is hereby incorporated into these Terms by reference. Please read the privacy policy carefully for information relating to Path 2 Flights' collection, use, and disclosure of personal information. When a customer makes a reservation, the applicable Venue partner will have access to certain information about that customer (and like wise for the customer) such as names and email addresses, so the Venue can provide services, communicate with the customer regarding the reserved Experience. Please see the [Privacy Policy](#) for more information.

#### **7. Prohibited Conduct.**

Without limiting the prohibitions and restrictions found elsewhere throughout the Terms, you agree not to:

- Harass, threaten, stalk, disrupt or defraud users, members or staff of Path 2 Flight or any other person, or otherwise create or contribute to an unsafe, harassing, threatening or disruptive environment;
- Act in a deceptive or fraudulent manner by, among other things, impersonating another person.
- Share Path 2 Flight passwords with any third party or encourage any other user to do so;
- Permit anyone to post any Experience or services booked under your own membership, including other members;
- Reserve or cancel any lass directly with a Venue, rather than through the Site;
- Reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, use for commercial purposes or otherwise exploit any portion of the Site;
- Misrepresent the source, identity, or content of information transmitted via the Site, including deleting the copyright or other proprietary rights or notices from any portion of the Site;
- Upload material (e.g. virus) that is damaging to computer systems or data of Path 2 Flight or users of the Site or otherwise use the Site in any manner that could damage, disable, overburden, or impair it or interfere with any other party's use and enjoyment of the Site;
- Upload copyrighted material that is not your own or that you do not have the legal right to distribute, display, and otherwise make available to others;
- Upload or send to Site users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content;
- Decompile, reverse engineer or disassemble the Site, in whole or in part, except as may be permitted by applicable law;
- Link to, mirror or frame any portion of the Site;
- Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Site or unduly burdening or hindering the operation and/or functionality of any aspect of the Site;

- Attempt to gain unauthorized access to or impair any aspect of the Site or its related systems or networks or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site;
- Make unsolicited offers, advertisements, proposals, or send junk mail or "spam" to users;
- Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site, any features that prevent or restrict use or copying of any content accessible through the Site, or any features that enforce limitations on the use of the Site or the content therein;
- Modify the Site in any manner or form, nor to use modified versions of the Site, including (without limitation) for the purpose of obtaining unauthorized access to the Site;
- Use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site;
- Use the Site for or in connection with any purpose that is unlawful or prohibited by these Terms.

Path 2 Flight reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

## 8. User Submissions.

**a) General.** The Site provides certain features which enable you and other users to submit, post, and share content, which may include without limitation text, graphic and pictorial works, or any other content submitted by you and other users through the Site ("User Submissions"). Path 2 Flight does not guarantee any anonymity or confidentiality with respect to any User Submissions, and strongly recommends that you think carefully about what you upload to, share with or make accessible to the Site. You understand and agree that User Submissions may be made public without any additional notice to or consent by you and you should assume that any person (whether or not a user of Path 2 Flights' platform), including any Venue, may read or have access to your User Submissions. Path 2 Flight is not responsible for the use or disclosure of any information that you disclose in connection with User Submissions, including any personal information. User Submissions are displayed for information purposes only and reflect the opinions of the person making the submission. They are not controlled by, and may not reflect the opinion of, Path 2 Flight. You understand that all User Submissions are the sole responsibility of the person from whom such User Submission originated. This means that you, and not Path 2 Flight, are entirely responsible for all User Submissions that you upload, post, e-mail, transmit, or otherwise make available through the Site.

**b) Right to Remove or Edit User Submissions.** Path 2 Flight makes no representations that it will publish or make available on the Site any User Submissions, and reserves the right, in its sole discretion, to refuse to allow any User Submissions on the Site, or to edit or remove any User Submission at any time with or without notice. Path 2 Flight may, but is not obligated to, monitor and edit or remove any activity or content, in whole or in part, including but not limited to content that Path 2 Flight determines in its sole discretion to violate the standards of this Site. Path 2 Flight takes no responsibility and assumes no liability for any User Submissions.

**c) License Grant by You to Path 2 Flight.** You retain all your ownership rights in original aspects of your User Submissions. By submitting User Submissions to Path 2 Flight, you hereby grant Path 2 Flight and its affiliates, sublicensees, partners, designees, and assignees of the Site (collectively, the "Path 2 Flight Licensees") a worldwide, non-

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**d) User Submissions Representations and Warranties.** You are solely responsible for your own User Submissions and the consequences of posting, sharing, displaying, publishing them or otherwise making them available. In connection with User Submissions, you affirm, represent, and warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize Path 2 Flight to use all patent, trademark, copyright, or other proprietary rights in and to your User Submissions to enable inclusion and use of your User Submissions in the manner contemplated by Path 2 Flight and these Terms, and to grant the rights and license set forth above, and (ii) your User Submissions, Path 2 Flights' or any Path 2 Flight Licensee's use of such User Submissions pursuant to these Terms, and Path 2 Flights' or any of Path 2 Flight Licensee's exercise of the license rights set forth above, do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) contain any material that is illegal, threatening, obscene, racist, defamatory, libelous, hateful, pornographic, purposely false or otherwise injurious to third parties, promotional in nature, promotes any illegal activity or harm to groups or individuals, or consists of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity, malpractice or false advertising; (c) violate any applicable law or regulation or these Terms or; (d) exploits minors; or (e) require obtaining a license from or paying fees or royalties to you or any third party for the exercise of any rights granted in these Terms, including, by way of example and not limitation, the payment of any royalties to any copyright owners, including any royalties to any agency, collection society, or other entity that administers such rights on behalf of others.

**e) Inaccurate or Offensive User Submissions.** You understand that when using the Site, you may be exposed to User Submissions from a variety of sources and that Path 2 Flight does not endorse and is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable.

YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST PATH 2 FLIGHT WITH RESPECT THERETO.

**f) Feedback.** If you provide Path 2 Flight with any comments, bug reports, feedback, or modifications proposed or suggested by you to the Site ("Feedback"), Path 2 Flight shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Site. You hereby grant Path 2 Flight a perpetual, irrevocable, nonexclusive license under all rights necessary to incorporate and

use your Feedback for any purpose without notice to, consent by or compensation to you or any third party.

**g) Infringing or Illegal Activity.** In the event of infringing or other illegal activities, we have no obligation to, but reserve the right to terminate access to the Site and remove all content submitted by any persons who are found to be infringers. Any suspected illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies Path 2 Flight may have at law or in equity.

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c) You agree that you will not, for any reason whatsoever, reverse engineer, decompile, disassemble, or otherwise tamper with any security components, usage rules or other protection measures applicable to the Site or Content. You agree to abide by the rules and policies established from time to time by Path 2 Flight. Such rules and policies will be applied generally in a nondiscriminatory manner to users of the Site and software, and may include, for example, required or automated updates, modifications, and/or reinstallations of the software and obtaining available patches to address security, interoperability, and/or performance issues.

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g) You understand and agree the Content may be owned by Path 2 Flight or by third parties. However, in all circumstances, you understand and acknowledge that your rights with respect to Content will be limited by copyright law. All owners and providers of Content expressly reserve their rights in and to such Content and you are not permitted to infringe the rights of the copyright owner(s) of the Content, including but not limited to any sound recordings or musical compositions.

h) Path 2 Flight and/or the owners of the Content may, from time to time, remove Content from the Site without notice.

i) The owners of Content are intended beneficiaries of this Agreement and shall have the right to enforce this Agreement against you.

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**10. Third-Party Sites, Products and Services; Links.**

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Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Site are solely between you and such third party.

YOU AGREE THAT PATH 2 FLIGHT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH THIRD PARTIES ON THE SITE.

**11. Electronic Signatures and Agreements.**

You acknowledge and agree that by clicking on the button labeled "CONFIRM PURCHASE," "SUBMIT", "DOWNLOAD", "PLACE MY ORDER", "I ACCEPT" or such similar links as may be designated by Path 2 Flight to accept the terms and conditions of these Terms, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") or other similar statutes, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SITE OR SERVICES OFFERED BY PATH 2 FLIGHT. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

**12. General Disclaimers; No Warranties.**

EXPERIENCES AND OTHER NON-PATH 2 FLIGHT PRODUCTS AND SERVICES MADE AVAILABLE VIA THE SITE ARE PROVIDED BY THIRD PARTIES (AND THE DESCRIPTIONS OF THE FOREGOING POSTED ON THE SITE ARE PROVIDED BY SUCH THIRD PARTIES), NOT PATH 2 FLIGHT. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, YOUR USE OF THE SITE AND YOUR ATTENDANCE AT, PARTICIPATION IN, PURCHASE AND/OR USE OF THE EXPERIENCES IS SOLELY AT YOUR OWN RISK. WE DO NOT ASSUME ANY LIABILITY OR MAKE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED,

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ALL ASPECTS OF OR CONTENT OR FEATURES AVAILABLE THROUGH THE SITE AND/OR EXPERIENCES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PATH 2 FLIGHT, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND PARTNERS, DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

WITHOUT LIMITING THE FOREGOING, PATH 2 FLIGHT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS (I) THAT THE SITE AND/OR ANY EXPERIENCE IS SUITABLE FOR YOU OR WILL MEET YOUR PERSONAL NEEDS, (II) REGARDING THE ADEQUACY OR SAFETY OF ANY EXPERIENCE OR RECOMMENDATION, (III) THAT THE SITE AND/OR ANY CLASS, OR ANY ASPECT THEREOF, WILL BE AVAILABLE OR PERMITTED IN YOUR JURISDICTION, (IV) THAT THE SITE, OR ANY ASPECT THEREOF, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) REGARDING THE USE OF THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. ANY MATERIAL, CONTENT OR DATA THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE SITE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OF SUCH MATERIAL, CONTENT OR DATA.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS SET FORTH IN THESE TERMS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. TO THE EXTENT ANY DISCLAIMER OR LIMITATION OF LIABILITY DOES NOT APPLY, ALL APPLICABLE EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WILL BE LIMITED IN DURATION TO A PERIOD OF 30 DAYS AFTER THE DATE ON WHICH YOU FIRST USED THE SITE, AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

### **13. Waiver and Release.**

YOU UNDERSTAND THAT PATH 2 FLIGHT IS NOT A FLIGHT FACILITY, PLACE OF AMUSEMENT OR RECREATION, FLIGHT SCHOOL, FACILITY, OR SIMILAR ESTABLISHMENT AND THE EXPERIENCES THEY PROVIDE ARE OPERATED AND DELIVERED BY THE APPLICABLE VENUE AND NOT BY PATH 2 FLIGHT. PATH 2 FLIGHT IS NOT RESPONSIBLE FOR THE QUALITY OF ANY EXPERIENCE PROVIDED BY A VENUE OR THIRD PARTY (INCLUDING BUT NOT LIMITED TO THE FACILITY, INSTRUCTOR OR CURRICULUM). YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE EXPERIENCE OR RECOMMENDATIONS AVAILABLE ON OR THROUGH THE SITE AND/OR EXPERIENCES ARE RIGHT FOR YOU.

YOU UNDERSTAND THAT THERE ARE CERTAIN INHERENT RISKS AND DANGERS IN FLIGHT AND THAT THE EXPERIENCES YOU MAY ATTEND OR PARTICIPATE IN OFFER A RANGE OF ACTIVITY AND INTENSITY LEVELS. BY USING PATH 2 FLIGHT (INCLUDING BUT NOT LIMITED TO ATTENDING, PARTICIPATING IN OR USING AN EXPERIENCE), YOU ACKNOWLEDGE AND AGREE, ON BEHALF OF YOURSELF, YOUR HEIRS, PERSONAL REPRESENTATIVES AND/OR ASSIGNS THAT YOU ARE AWARE OF THESE RISKS WHICH INCLUDE, BUT ARE NOT LIMITED TO, PROPERTY DAMAGE, ILLNESS, LOSS AND BODILY INJURY OR DEATH. YOU ACKNOWLEDGE THAT SOME OF THESE RISKS CANNOT BE ELIMINATED AND YOU SPECIFICALLY ASSUME THE RISK OF INJURY OR HARM.

YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR RESPONSIBILITY TO CONSULT WITH YOUR PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL PRIOR TO USING PATH 2 FLIGHT (INCLUDING BUT NOT LIMITED TO ATTENDING, PARTICIPATING IN OR USING AN EXPERIENCE) AND TO DETERMINE IF AND HOW PARTICIPATING IS APPROPRIATE FOR YOU. DO NOT USE EXPERIENCES IF YOUR PHYSICIAN OR HEALTH CARE PROVIDER ADVISES AGAINST IT. IF YOU EXPERIENCE FAINTNESS, DIZZINESS, PAIN OR SHORTNESS OF BREATH AT ANY TIME WHILE FLYING, YOU SHOULD REQUEST TO STOP IMMEDIATELY. YOU ALSO UNDERSTAND AND AGREE THAT THE SITE OFFERS FLIGHT AND RELATED INFORMATION THAT IS DESIGNED FOR INFORMATIONAL, EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. NOTHING STATED OR POSTED ON OR OTHERWISE AVAILABLE THROUGH ANY ASPECT OF THE SITE AND/OR AN EXPERIENCE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL, PROFESSIONAL OR COUNSELING CARE. YOU SHOULD NOT RELY ON ANY INFORMATION ON OR THROUGH THE SITE AND/OR AN EXPERIENCE AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT EVER DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTH-CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ OR HEARD ON OR THROUGH THE SITE AND/OR AN EXPERIENCE. THE USE OF ANY OF THE CONTENT, RECOMMENDATIONS, AND INFORMATION PROVIDED ON OR THROUGH PATH 2 FLIGHT IS SOLELY AT YOUR OWN RISK.

THEREFORE, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU RELEASE, INDEMNIFY, AND HOLD HARMLESS PATH 2 FLIGHT, ITS PARENT, SUBSIDIARIES OR AFFILIATED ENTITIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, CONSULTANTS, CONTRACT EMPLOYEES,

REPRESENTATIVES AND AGENTS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM ANY AND ALL RESPONSIBILITY, CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES AND LIABILITIES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR PARTICIPATION IN OR USE OF THE SITE AND/OR ATTENDANCE AT, PARTICIPATION IN, PURCHASE OF AND/OR USE OF ANY EXPERIENCE) INCLUDING BUT NOT LIMITED TO WITH RESPECT TO BODILY INJURY, PHYSICAL HARM, LOSS, ILLNESS, DEATH OR PROPERTY DAMAGE.

**14. Indemnification; Hold Harmless.**

You agree to indemnify and hold Path 2 Flight, its affiliated entities, subsidiaries, its suppliers, service providers and partners and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns, harmless from any claims, actions, suits, costs, expenses, losses, damages, liabilities, including attorneys' fees, arising out of or in connection with your misuse of the Site, Experiences, violation of these Terms, violation of the rights of any other person or entity, or any breach of your representations, warranties, and covenants set forth in these Terms.

**15. Limitation of Liability and Damages.**

UNDER NO CIRCUMSTANCES WILL PATH 2 FLIGHT OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EVEN IF CLASSPASS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, PATH 2 FLIGHT'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

PATH 2 FLIGHTS' LIABILITY TO YOU IS LIMITED TO \$50 OR THE AMOUNTS, IF ANY, PAID BY YOU TO PATH 2 FLIGHT UNDER THIS AGREEMENT IN THE THREE MONTHS IMMEDIATELY PRIOR TO THE EVENT FIRST GIVING RISE TO THE CLAIM, WHICHEVER IS MORE. THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER CLASSPASS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**16. Venue Waivers and Terms.**

Customers participating in Experiences are deemed to agree to the liability waivers and terms of individual Venues. Your participation in any Experience may be subject to additional policies, rules or conditions of the applicable Venue and you understand and agree that you may not be permitted to reserve or attend experiences or services if you do not comply with these Terms or the policies of the Venues or as otherwise determined by a Venue. If you have questions about a Venue's waiver or other terms, please see the applicable Venue's website or contact the Venue directly.

**18. Arbitration Agreement**

**PLEASE READ THE FOLLOWING CAREFULLY:**

**a) Purpose.** This Arbitration Agreement facilitates the prompt and efficient resolution of any disputes that may arise between you and Path 2 Flight. Arbitration is a form of private dispute resolution in which parties to a contract agree to submit their disputes and potential disputes to a neutral third person (called an arbitrator) for a binding decision, instead of having such dispute(s) decided in a lawsuit, in court, by a judge or jury trial. Please read this Arbitration Agreement carefully. It provides that all disputes between you and Path 2 Flight shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Entering into this Arbitration Agreement constitutes a waiver of your right to litigate claims in court and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this Arbitration Agreement and can award the same damages and relief as a court (including attorney's fees).

For the purpose of this Arbitration Agreement, "Path 2 Flight" means Path 2 Flight and its parents, subsidiaries, and affiliated companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and Path 2 Flight regarding any aspect of your relationship with Path 2 Flight, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, gross negligence or reckless behavior), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Agreement (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT.

**b) Pre-Arbitration Dispute Resolution.** Before initiating any Dispute, whether in court or arbitration, you must first give Path 2 Flight an opportunity to resolve the Dispute by mailing written notification to Path 2 Flight, 1137 Via Coronel, Palos Verdes Estates, CA 90274. That written notification must include (1) your name, (2) your address, (3) a written description of the Dispute, and (4) a description of the specific relief you seek. If Path 2 Flight does not resolve the Dispute to your satisfaction within 45 days after it receives your written notification, you may pursue your Dispute in arbitration.

**19. Miscellaneous.**

**a) Assignment.** We may assign our rights and obligations under these Terms. The Terms will inure to the benefit of our successors, assigns, and licensees.

**b) Severability.** If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

**c) Headings.** The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

**d) Entire Agreement.** These Terms and any applicable Additional Terms, as each may be amended as set forth herein, are the entire agreement between you and Path 2 Flight relating to the subject matter herein.

**e) Claims; Statute of Limitations.** IN THE EVENT YOU HAVE A CAUSE OF ACTION THAT IS NOT OTHERWISE BARRED BY THESE TERMS, YOU AND PATH 2 FLIGHT AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS AND/OR THE SITE AND/OR ATTENDANCE AT, PARTICIPATION IN, USE OF OR PURCHASE OF EXPERIENCES) MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**f) Waiver.** No waiver of any of these Terms by Path 2 Flight is binding unless authorized in writing by an executive officer of Path 2 Flight. In the event that Path 2 Flight waives a breach of any provision of these Terms, such waiver will not be construed as a continuing waiver of other breaches of the same nature or other provisions of these Terms and will in no manner affect the right of Path 2 Flight to enforce the same at a later time. Further, in the event we choose to grant an exception to these Terms, any such exception is in our sole discretion and does not entitle you or anyone else to any exceptions in the future for similar circumstances.

**i) Notice.** Except as explicitly stated otherwise, legal notices will be served, with respect to Path 2 Flight, on Path 2 Flights' national registered agent, and, with respect to you, to the email address you provide to Path 2 Flight during the registration process. Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice will be deemed given three days after the date of mailing.