

FLY YOU OUT TERMS & CONDITIONS

Last Updated: January 1, 2024

These terms and conditions (these "Terms") are a legal contract to which you have expressly agreed between you (as applicable, "you" or "your") and 15561469 CANADA INC. dba FLY YOU OUT, 18 Rean Drive Unit 203, North York, Ontario M2K 0C7 Canada ("we", "us", "our" or "Fly You Out")

We operate www.flyyouout.com (the "Site") and the associated application (collectively, the Site and the associated application are the "Platforms"). The Platforms (and the work we do to maintain, update and support them) provide an interactive way for members to communicate, explore companionship, and entertain themselves with luxury travel and events (the "Services").

The headings used in these Terms are for convenience only and shall not be deemed to define or limit the content of any provision of these Terms. We may, in future, transfer our rights and obligations under these Terms to another organization but doing so would not affect your rights under these Terms. You may not transfer your rights or obligations under these Terms to another person or entity.

BY AGREEING TO THESE TERMS, YOU ARE BECOMING FLY YOU OUT MEMBER. YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, AND THAT YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS. IF YOU DO NOT AGREE WITH ANY PORTION OF THE TERMS, STOP ACCESSING OR OTHERWISE USING THE PLATFORMS OR THE SERVICES.

1. Overview

Below is a high-level summary of these Terms, which is provided for convenience only. Please read the Terms carefully in their entirety before using the Platforms and do not solely rely on the high-level summary provided below.

- A. **Member Conduct:** You must be at least 18 years old **and** at least the age of majority/legal consent in the location where you reside in order to use the Platforms and/or our Services. You may not use the Platforms and/or our Services if you ever have been convicted of or pled no contest to an offence of a sexual or violent nature, if you currently are charged with an offence of a sexual or violent nature, or if you are required to register as a sex offender with any governmental entity or agency in any country. You may not use the Platforms and/or our Services if you previously have been removed from our Services by us, unless you have our express written permission to create a new account. You must comply with our Code of Conduct (see Section 4) all times when using the Platform and/or our Service, and you may not upload pictures or other depictions of anyone under the age of 18 (or under the age of majority/legal consent in your home jurisdiction, if such age is higher than 18) on the Platforms, or while using our Services, at any time. You may not provide any minor with access to our Platforms or Services.

- B. **The Services:** You may access the Platforms and use certain features and functionalities of the Services by setting up a free member profile. The Platforms offer additional features and functionalities which may be accessed by purchasing credits and/or one of the subscription packages we offer, which are described in more detail on the purchase page. For more information, please see Section 2.
- C. **Cancellation and Renewals:** For our auto-renewal policy, please see Section 5.C. For our cancellation policy, please see Section 5.D.
- D. **Liability:** These Terms set out the legal terms and conditions that govern our relationship with you and your access to the Platforms and use of the Services. Put simply, we will not be liable to you for any damages you incur in connection with your access to the Platforms or use of the Services if we did not directly cause such damages or if such damages were not foreseeable to us and/or to you when these Terms were entered into by you. You are liable for any damage we incur which is directly attributable to your breach of these Terms or of applicable law. For greater clarification, the term “applicable law” shall include all applicable statutes, regulations and rules that apply to your acts or omissions in the jurisdiction(s) where your acts or omissions take place. For more information, please see Section 6.
- E. **Deletion/Deactivation:** You may delete or deactivate your account. For more information, please see Section 10.
- F. **Contact:** If you have any questions or concerns about these Terms or our Privacy Policy, please contact us by email at hello@flyyouout.com. Our data protection officer may be contacted at privacy@flyyouout.com.

2. Your Account

A. Eligibility

Our Services are ONLY intended for persons 18 years or older and who also have attained the age of majority and legal consent in the jurisdiction of their residence, where such age is higher than 18. We will not knowingly permit anyone who does not meet these criteria to use our Services. By accessing our Platforms and/or using the Services, **you represent and warrant that you: (i) are at least 18 years old; (ii) have attained the age of majority and legal consent in the jurisdiction where you reside; (iii) are not prohibited by any law in your country of residence from accessing our Platforms and/or using our Services; (iv) will comply with all applicable laws in your location in relation to your access of the Platforms and use of the Services; (v) otherwise have the right, authority and capacity to accept these Terms; and (vi) will abide by all of these Terms and conditions set forth herein. You also represent and warrant that you will not allow any minor to access the Platforms or our Services**, including taking all precautions and implementing all parental control protections on your computer or other electronic device used to access the Platforms and/or our Services to prevent any minor from gaining access to the Platforms and/or our Services. **Further, you hereby commit to inform us immediately should you become aware of a minor using the Services (including a situation where another member is using the Services on behalf of a minor, whether the minor is willing or not).**

While we require all our members to be at least 18 years old and to have full legal capacity to enter into a contract, you agree that we are not responsible or liable for any misrepresentations by our members regarding a member's age or for the unauthorized use of the Platforms or our Services by a minor.

B. Services and Features

The Platforms provide interactive ways for members to communicate, develop relationships, travel, and entertain themselves. Subject to other terms, conditions and features identified in these Terms and any other information provided on the Platforms, members are able to view profiles of other members, see who has viewed their profile, and communicate with other members. In addition, the Platforms offer a number of different features, for which members can subscribe. The details regarding such features will be provided to you on the purchase page relating to such features. Please note that the Services may be subject to downtime due to necessary Site maintenance from time to time.

C. Accessing and Using the Platforms and Services

You must set up a free member profile in order to access any of our Platforms. Any information you provide to us when signing up and creating your profile must be correct, current, accurate and complete. **If you provide any misleading or false information to us, we reserve the right to suspend or delete your account.**

Once you have set up a member profile, you will have access to some, but not all, of the Services' features. The Platforms offer additional features and functionalities which you may access by purchasing: (i) a subscription package; or (ii) credits and/or other units, such as minutes, which allow you to access one or more features (collectively "units"), depending on your preferences and/or jurisdiction. For example, in certain jurisdictions, you may need credits or other units to use certain features, such as initiating communications with other members. In other jurisdictions, such features may only be available through a subscription. To see what subscription packages are available to you, and for more information on such packages, see our Site or one of our associated applications for more details.

Once you have made a purchase, you can confirm your account balance at any time by using the Contact Form on our Site and providing us with your account details.

D. Your Obligations

You: (a) must not use our Services unless you have the full power and authority to enter into and perform these Terms; (b) will not use our Services to infringe or violate the copyright, trademark, right of publicity or any other legal right of any third party or of Fly You Out; (c) will comply with all applicable laws and regulations and our Code of Conduct (see Section 4) in using our Services and in engaging in all other activities arising from, relating to or connected with these Terms, including, without limitation, contacting other members on our Platforms and/or using our Services; (d) **must not use our Services if you ever have been convicted of or pled no contest to an offence of a sexual nature, if you currently are charged with an offence of a sexual nature, or if you are required to register as a sex offender with any governmental entity or agency in any country;** and (e) must own or otherwise have all rights necessary to license Your Content (as defined in Section 3.A.), and promise that the posting and use of Your Content by us will not infringe or violate the rights of any third party. You agree that we are not responsible to you for any damages you may suffer because of your breach of this clause.

We reserve the right to investigate and, if appropriate, suspend or terminate your account without a refund if you have violated these Terms, misused our Services, or behaved (whether on or off our Platforms) in a way that we regard as inappropriate or unlawful. We reserve the right to make use of any technological, legal, or other means available to enforce these Terms at any time, without liability and without the obligation to give you prior notice, including, but not limited to, preventing you from accessing the Services.

E. Account Credentials

You must keep your username and password confidential, and you are solely and fully responsible for all activities that occur under your username and password unless any such activities are caused by us. This means that you also are responsible for, among other things, protecting the confidentiality of and physical and electronic access to: (i) the email account associated with your member profile; (ii) any computer(s) and/or mobile device(s) you use to access your member account; and (iii) any credit card or other method of payment that you use to purchase subscription packages, credits and/or other units for use of the Services. You agree to: (a) immediately notify us of any unauthorized use of your username and/or password or any other breach of security; and (b) ensure that you log off from your account at the end of each session. We will not be liable for any loss or damage arising from your failure to comply with this section.

F. Expiry of Access to Your Account for Inactivity

Your right to access your account will expire, you will lose any unused credits or other units in your account, and your account automatically will be deleted after twelve (12) months of inactivity (i.e., 12 months since your most recent login).

THIS PROVISION DOES NOT APPLY TO INACTIVE ACCOUNTS THAT HAVE AN EXISTING MEMBERSHIP SUBSCRIPTION ASSOCIATED WITH THEM.

G. Email and Text Communications

i. Emails Sent to You by Us

Subject at all times to our obligations regarding email communications in your respective jurisdiction, you agree that: (i) we and other sites we operate may send you email communications that include messages about the Services and your membership account with us, and services offered by us, by our affiliates, and/or by third parties; and (ii) any notices, agreements, and other communications we send to you electronically will be deemed to satisfy any legal requirements, including, without limitation, that such communications be in writing.

You may opt out of receiving non-transactional email communications from us by clicking the unsubscribe link located at the bottom of any non-transactional email we send you. By clicking the unsubscribe link in a specific email, you will be opting out of that **specific** type of email but **not** other types of non-transactional emails (e.g., you might opt out of emails about new mailbox activity but still keep receiving emails about new members who have signed up in your area). By going to your notification settings in your account, you can opt out of more than one kind of non-transactional email at once. **Please be advised that you cannot opt out from transactional emails pertaining to your account, because these emails are necessary to provide you with the Services.** For greater clarification, “transactional communications” include but are not limited to such things as welcome emails, billing information, payment receipts, payment cancellation,

password reset instructions, advisory emails about safeguarding your security and privacy, and confirmation of account deactivation.

Emails sent to you by us may contain links to other independent third-party websites or third-party applications (“**Third-Party Sites**”). See Section 3.E. for more information regarding Third-Party Sites.

We will not send you any SMS text messages and we expressly, contractually forbid our third-party marketing affiliates from sending you any text communications. For greater clarification, “SMS text messages” do not include email messages, mobile push notifications from the Mobile Applications, or on-Site notifications (e.g., a notification pop-up when a member is logged in to their account).

ii. **Emails and Text Messages Sent to You by Individuals and/or Entities that Are Unrelated to Us**

You agree that we are not responsible for email or text communications sent to you by individuals or entities that are unrelated to us, including any third-party marketing affiliates (not that such affiliates are legally unrelated to us). See Section 6 (“Liability”) for further details.

H. Termination

In addition to your right to cancel under Section 5.D. and to delete or deactivate your account under Section 11, you may terminate this contract and your access to the Services at any time via our Platform(s) by logging into your account or by sending us written or email notice of termination.

We may terminate your access to our Services: (a) if you breach these Terms; (b) where required by law; or (c) where we reasonably believe there has been a breach of these Terms or a breach of applicable laws. Unless otherwise required by applicable law or expressly stated otherwise in these Terms (see Section 5.D.), upon termination of this contract or your access to our Services, you will not be entitled to a refund of unused credits or other units, or a refund of subscription fees that you have paid, where: (i) we terminate pursuant to this Section 2.H.; or (ii) you terminate at your own initiative.

I. Customer Service

Our customer service representatives are available to answer questions you may have about the Platforms and how to enhance your experience using our Services and features. You may not be abusive, obscene, profane, offensive, sexist, threatening, harassing, racist, homophobic or otherwise behave inappropriately when communicating with our customer service representatives.

3. Using the Service

A. Member Content

Members are able to submit content to the Platform, including, but not limited to, photographs, profile information, and other information which may be submitted, for example, in messages to other members. In these Terms, we refer to content submitted by you as “**Your Content**” and content submitted any member as “**Member Content**.”

You represent and warrant to us that: (i) Your Content is posted by you and that you are the owner of Your Content; and (ii) use of Your Content by us will not infringe or violate the intellectual property or other rights (including privacy rights) of any third party. By submitting Your Content to our Platform, you grant,

and you represent and warrant that you have the right to grant – to us, our licensees, affiliates* successors, and assigns – a perpetual, worldwide, royalty-free, sub-licensable, transferable right and license to host, store, access, use, copy, process, reproduce, display, broadcast, distribute, publish, quote, create derivative works of, translate, sub-license, export, share, assign, retain, remove, adapt, edit, or modify Your Content (in whole or in part and in any format or medium currently known or developed in the future), or incorporate into other works Your Content, or to analyze the foregoing described information for the purpose of providing you with the Services, and to grant and to authorize sub-licenses and other transfers of the foregoing in each case for lawful purposes permitted by privacy law in order to provide the Services in accordance with, and as contemplated by, these Terms and our Privacy Policy. Fly You Out’s license to Your Content shall be non-exclusive, except that Fly You Out’s license shall be exclusive with respect to derivative works created through use of our Services.

*Here, and elsewhere in this Agreement, “affiliate” means a subcontractor, advisor, agent, or legally affiliated entity (controlling, controlled by, or under common control with us), which is performing on our behalf any of our obligations under this Agreement or in relation to providing the Platforms or the Services but does NOT mean any “third-party marketing affiliate” (as such entities are legally unrelated to us).

You agree not to post or submit any of Your Content, or misuse any Member Content, in violation of our Code of Conduct. Your individual profile will be visible to other people around the world, so be sure that you are comfortable sharing Your Content before you post. You acknowledge and agree that Your Content may be viewed by other members, and, notwithstanding these Terms, other members may share Your Content with third parties.

We have no obligation to post any of Your Content or any Member Content that anyone else submits. While we do not and cannot monitor, control, or vet every message or other material posted or sent by members of the Service, and are not responsible for any content of these messages or materials, we reserve the right – but are not obligated (unless requested by the person who submitted the content to us, or any person identified in the content, to delete or otherwise remove such content in accordance with privacy laws) – to monitor, delete, move, remove, block, refuse to post or transmit, or edit messages or materials, including, without limitation, advertisements, profiles, public postings, emails, and messages, that we, in our discretion (acting reasonably), deem to violate these Terms or any applicable content guidelines, or to be otherwise unacceptable. **As such, your use of the Service is at your own discretion and risk.**

You remain solely responsible for Your Content (as found in your profile, public postings, private messages and other materials that you upload to the Service or communicate with other members of the Service). If any information that you provide to us subsequently becomes inaccurate, misleading or false, you must notify us promptly of such change(s).

You understand and agree that we do not guarantee, and we assume no responsibility for verifying, the accuracy, completeness, quality or reliability of the Member Content provided by other members of the Service, or the legitimacy, intentions or identity of any member.

B. Communication with Other Members

You understand that all of the Member Content generated by members on our Platform is provided “AS IS.” You agree that all Member Content is the responsibility of the person who originated such material, and

NOT the responsibility of Fly You Out.

We make no representations or warranties as to the conduct of our members or their compatibility with any current or future members. For instance, we make no representations or guarantees as to the number of active members on the Site or Platforms (and/or in your geographic area) at any given time, the ability or desire of other members to communicate with or meet you, your compatibility with any members, or the conduct of other members. YOU UNDERSTAND AND AGREE THAT WE DO NOT PERFORM CRIMINAL OR ANY OTHER FORM OF BACKGROUND CHECKS ON OUR MEMBERS. (However, we reserve the right to conduct – and you authorize us to conduct – any criminal background check or other screenings, such as sex offender register searches, at any time, and you agree that any information you provide may be used for that purpose.) It is your responsibility to determine whether or not you want to interact with a member on our Service. It also is your responsibility to determine whether or not you want to interact with a member via communication methods that do not involve us or our Service, and you understand and agree that we cannot and will not take responsibility for any such interactions.

We reserve the right, but have no obligation, to monitor all interactions between you and other members on our Services and to take any action in good faith to restrict access to, or the availability of, any material that we or another member of our Services may consider to be: illegal; obscene; lewd; lascivious; filthy; violent; harassing; pedophilic; abusive, incestuous; exploitative; indicative of prostitution, solicitation, human trafficking, drug trafficking, arms/weapons trafficking, financial fraud, blackmail, or incitement of violence or terrorism; or otherwise objectionable, and you hereby expressly consent to the foregoing. **You acknowledge and agree that messages sent between you and other members of the Services that are not readily accessible to the general public may be reviewed by us for compliance with these Terms, but otherwise will be treated by us as private, except: (i) if we receive a subpoena, court order, search warrant, or similar legal requirement to disclose Your Content; and (ii) if we become aware of indications of criminal activity (including potential pedophilia or other exploitation or abuse of minors), in which case we reserve the right to file a report with the appropriate legal authorities.**

C. Disputes between Members

You are solely responsible for your interactions with other members of our Services, including Your Content that you post on the Services (in your profile and in your messages to other members). COMMUNICATIONS RECEIVED THROUGH THE SERVICES, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY FLY YOU OUT, MAY RESULT FROM MEMBERS ENGAGING WITH THE SERVICES FOR IMPROPER PURPOSES, INCLUDING FRAUD, ABUSE, HARASSMENT, OR OTHER SUCH IMPROPER BEHAVIOR WHICH IS IN BREACH OF OUR CODE OF CONDUCT.

You must take reasonable precautions in all interactions with other members of the Service, PARTICULARLY if you decide to meet: (i) via online methods outside of the Services; (ii) offline; or (iii) in person. You should not provide your personal or financial information (for example, your credit card or bank account information) to other members of our Platforms. **You understand that your Personal information may be misused by other members and that there is no substitute for acting with caution when communicating with any stranger who would like to meet you virtually or in real life. You understand and agree that we are not responsible for any reputational, physical, financial or other harm you may suffer as a result of interacting with another member who chooses to misuse their access to you and Your Content.**

You hereby agree to release us – including our licensees and affiliates, and our (and their) shareholders, officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns – from all claims, demands, damages, losses, and liabilities of every kind, arising out of or in any way related to any disputes you have with other members of the Service.

D. Non-Commercial Use

Our Platforms and Services are for personal use only and you may not use them in connection with any commercial purposes. Organizations, companies, and/or businesses may not use the Services or our Platforms for any purpose. Illegal and/or unauthorized uses of our Platforms, including without limitation for prostitution, solicitation, human trafficking, pedophilia or other exploitation or abuse of minors, incest, exploitation, drug trafficking, arms/weapons trafficking, financial fraud, blackmail or incitement of violence or terrorism, collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email, and unauthorized framing of or linking to our Platform may be investigated, and appropriate legal action may be taken, including, without limitation, civil, criminal, and injunctive redress.

E. Third-Party Sites

In your use of our Service, you may access content from third parties either via our Service or through links to Third-Party Sites. Third-Party Sites are not under our control and we are not responsible for, and do not endorse or make any guarantees with regards to, their content, goods and/or services, or privacy policies (if any). You acknowledge and agree that we will not be responsible for the content of, goods and/or services provided by, or privacy policies of, any Third-Party Sites or any messages you receive from, or communications you have with, the owners, operators and/or users of Third-Party Sites. You further acknowledge and agree that we will not be responsible for any damage to your computer hardware, software, or other technology or equipment, including but not limited to damage from any data breach or any other security intrusion, or from any programming errors, bugs, computer viruses, worms, cancel bots, Trojan horses or similar programs, other software or hardware failures, malicious software or harmful components, flood pings, denial of service attacks, spamming, hacking, packet or IP spoofing, corrupted files, tampering, hoaxes, fraud, forged routing of electronic mail address information, other error, omission, interruption, delay in operation or transmission, computer line or network failure, or any other technical or non-technical malfunction or defect that results from your accessing a Third-Party Site or communicating with any user of a Third-Party Site. Your purchase and use of products or services offered by Third-Party Sites are at your own discretion and risk.

F. Our Proprietary Rights

You acknowledge that all right, title and interest in the Platforms and the Services, including all worldwide intellectual property rights therein, and including without limitation all software (both source and object codes), scripts, graphics, form, text, publicity, content, information, and material made available to you via the Platforms and the Services, and any and all trademarks, service marks, logos, domains, copyrighted content, and patented content contained and embodied therein, including any enhancements, derivative works, know-how and modifications thereto, are solely owned by or licensed to Fly You Out. The right to use the Platforms is licensed (not sold) to you, and you have no rights in, or to, the Platforms, the Services, content, information, or materials described above, other than the right to use them in accordance with these

Terms. You acknowledge you have no right to have access to the Platforms in source-code form. You further acknowledge that you have no right to use any of the trademarks, service marks, logos, or domains that you may find on our Platforms, unless you have our express written permission. If you contact us with any suggestions or feedback regarding the Platforms or the Services, such feedback shall be deemed to be the sole property of Fly You Out and you hereby irrevocably transfer and assign to Fly You Out all intellectual property rights in such feedback and waive any and all moral rights that you may have with respect thereto. Except for that information which is in the public domain or for which you have been given express written permission by us, you agree not to sell, license, loan, rent, modify, distribute, copy, reproduce, transmit, publicly display, broadcast, publicly perform, publish, adapt, edit, create derivative works from, reverse engineer, alter, enhance or in any way exploit any aspect of the Platforms, or the Platforms' content or materials in any manner.

G. Infringement of a Third Party's Intellectual Property Rights

We respect the intellectual property rights of others, and we ask you to do the same. We may terminate Services and/or access to the Platforms for members who infringe the intellectual property rights of others.

If you believe that your work is the subject of copyright infringement and/or trademark infringement and it appears on any of our Platforms, please contact us using the following contact information:

15561469 CANADA INC. dba FLY YOU OUT

Attention: President

Address: 18 Rean Drive Unit 203, North York, Ontario M2K 0C7 Canada

or

Email: hello@flyyouout.com

Please also note that, for copyright infringements under Section 512(f) of the Digital Millennium Copyright Act ("DMCA") (17 U.S.C. §512(f)), any person who knowingly materially misrepresents that material or activity is infringing, or that material or activity was removed or disabled by mistake or misidentification, shall be liable for any damages (including costs and attorneys' fees) incurred by: the alleged infringer; by any copyright owner or copyright owner's authorized licensee; or by a service provider who is injured by such misrepresentation as a result of the service provider relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material, or ceasing to disable access to it.

H. Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid take-down notice issued under "DMCA" that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to our agent (as designated in the notice), that includes **all** of the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;

3. A statement from you, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided us with notification of your allegedly infringing material, or from an agent of such person.

I. Location of Use

If we become aware of any legal or other risk associated with the availability of the Platforms or the Services, whether in a particular location or more generally, we reserve the right to change, suspend, withdraw or disable access to the Platforms and/or the Services at any time, without notice, and we shall have no liability to you in respect of such action.

You acknowledge that we host Fly You Out in Canada and provide customer support from Canada, European Union member states (including but not limited to Cyprus) and, potentially, other countries. You acknowledge that any information we may collect from you (e.g., your email address) will be collected, stored, accessed and used (collectively “Processed”) in Canada, and accessed and used in European Union member states (and, potentially, other countries), and you authorize us to Process your data in Canada, European Union member states and, potentially, other countries. Additionally, you acknowledge that some of your information which we use to send you email messages may be stored by a third-party in the United States, and you authorize such information to be Processed in the United States.

We will not disclose your information to any individual or entity unless required to do so by law (see our Privacy Policy for more information).

J. Protection and Security

You shall take all reasonable steps to ensure that no person other than yourself shall have access to the Platforms and/or the Services via your membership account. Upon learning of any unauthorized use of the Platforms and/or the Services, you will notify us promptly regarding the details of such occurrence(s), and take measures to prevent any reoccurrence thereof.

While we maintain a comprehensive information security program that is reasonably designed to protect the security, confidentiality, and integrity of personal information collected from or about members, you acknowledge and agree that internet-based services and internet and data transmissions carry inherent security and privacy risks, including, without limitation, risk of a data breach, sabotage or other security intrusion, and that a third party may make unlawful and harmful use of the Platforms and Services and any Member Content. You acknowledge and agree that, in a world where even the US Government can and has been hacked, no company can guarantee that its services and transmission are or will be 100% secure. You acknowledge and agree that your choice to use the Services is, therefore, an assumption of risk on your part, and that Fly You Out shall not be liable in any way for any damage whatsoever that may result from any such third-party behaviour. See Section 6 (“Liability”) for further information.

4. Code of Conduct

In your use of our Service and/or Platform, you agree to act responsibly, in a manner that demonstrates good judgment and that complies with the required conduct below (the “**Code of Conduct**”). **WITHOUT LIMITATION, YOU CONTRACTUALLY AGREE:**

1. **not to violate any** applicable statute, regulation or other law;
2. **not to** infringe on the rights of any third party, including, without limitation, intellectual property rights, privacy rights, publicity rights, or contractual rights;
3. **not to** use the information available through our Services and/or Platforms (including but not limited to any Member Content) for any unauthorized or unlawful purpose;
4. **not to** interfere with, damage, disable, overburden, impair, circumvent or compromise our Services and/or Platforms, including, without limitation, through the use of computer viruses, worms, cancel bots, Trojan horses or similar programs, harmful code, flood pings, denial of service attacks, spamming, hacking, packet or IP spoofing, corrupted files, tampering, hoaxes fraud, forged routing of electronic mail address information, or use of similar methods or technology, including methods that in any way reproduce or circumvent the navigational structure or presentation of the Services or our Platforms’ content;
5. **not to** use our Services and/or Platforms to transmit, distribute, post or submit any information concerning any other person or entity, including, without limitation, photographs of others, personal contact information, or credit card, debit card, or account numbers;
6. **not to** use our Services and/or Platforms in connection with the generation, facilitation, publication or distribution of unsolicited mass and/or commercial emails or text messages, promotions, advertisements, or other solicitations (“**Spam**”) or in any way use them for, or in connection with, spamming, phishing, trolling, or similar activities;
7. **not to** create a pyramid scheme;
8. **not to** frame or mirror our Site or Platforms;
9. **not to** use our Services and/or Platforms to obtain or disseminate the personal contact information of another member without his/her prior consent;
10. **not to "stalk" or harass any other member of our Services and/or Platforms;**
11. **not to use the Services and/or Platforms if you ever have been convicted of an offence of a sexual nature, if you currently are charged with an offence of a sexual nature, or if you are required to register as a sex offender with any governmental entity or agency in any country;**
12. **not to use the Services and/or Platforms for any illegal purposes, including, without limitation, prostitution, solicitation, human trafficking, pedophilia or other exploitation or abuse of minors, incest, exploitation, drug trafficking, financial fraud, blackmail, arms/weapons trafficking (including but not limited to activities that are subject to International Traffic in Arms Regulations [“ITAR”] maintained by the United States Department of State), or incitement of violence or terrorism;**

13. **not to use the Services and/or Platforms in a manner that could lead to death, personal injury, or environmental damage;**
14. **not to** use the Services and/or Platforms in a manner intended to avoid incurring fees;
15. **not to** impersonate any person or entity;
16. **not to** create an account if you previously were removed from our Services by us, unless you have our express written permission to create a new account;
17. **not to** make false statements, or attempt or use personal, financial or other information that you are not authorized to use;
18. **not to state or imply that any statements you make are endorsed by us;**
19. **not to collect or store personal data about other members without their consent, or upload, post, email or transmit any other member's private information or data including, without limitation, their messages, photographs or contact information;**
20. **not to transmit, store, or process health information subject to the Health Insurance Portability and Accountability Act (USA), the Personal Health Information Protection Act (Ontario), the General Data Protection Regulation (EU), or any similar national or subnational statute or regulation;**
21. **not to** use our Services and/or Platforms for any commercial purpose whatsoever, including, without limitation, advertising or marketing of any services or products;
22. **not to** remove, deface, obscure, or alter any copyright, trademark, attribution or other proprietary right notices contained in the Services and/or Platforms;
23. **not to** infringe on the intellectual property rights of the Services and/or Platforms or any third parties in any manner;
24. **not to** alter, modify, adapt, translate, reverse engineer, decrypt, decipher, decompile, or otherwise disassemble, or copy or create derivative works based on, any portion of the Service and/or Platform, or any software used on or for the Service, or attempt to derive or gain access to the object code, source code or other operational mechanisms or the underlying ideas, methodologies or algorithms of the Platform (including without limitation accessing or using any part of the Platform in order to: (i) copy or re-use ideas, features, functions or graphics; (ii) develop, offer or build a product or service that competes with any Fly You Out feature or product; (iii) perform or publish benchmarks or competitive analyses; or, (iv) determine whether Fly You Out features or products are within the scope of any patent);
25. **not to** use or develop any third-party applications that interact with our Services or Member Content or information;
26. **not to use the Platforms to store or transmit malicious code;**
27. **not to attempt to gain unauthorized access to any product or related systems or networks used by the Platforms or the Services, including through direct or indirect penetration**

testing;

28. **not to** copy, sell, resell, license, sublicense, distribute, make available, rent, lease, publish, assign, or otherwise commercially exploit or transfer your right to use the Platform to any third party;
29. **not to post, upload or transmit false, misleading or illegal information or content to the Services and/or Platforms;**
30. **not to** publish or disclose to any third party any reviews, testing information or comparisons with respect to the Platforms or the Services without Fly You Out's prior written consent;
31. **not to** upload, post, email, transmit or otherwise make available any content that you are not legally permitted to make available to the Services and/or Platforms under any law or any contractual or fiduciary relationship (including, without limitation, inside information and/or information subject to obligations of confidentiality);
32. **not to** disrupt the flow of dialogue, cause a screen to "scroll" faster than other members of the Services are able to read, or otherwise engage in behavior that negatively affects the ability of other members to engage in communications or other interactions on our Services and/or Platforms;
33. **not to provide hyperlinks, URL links, graphic links or other direct connections to our Platforms or the Services for profit or gain;**
34. **not to use meta tags or code or other devices containing any reference to Fly You Out or the Platforms (or any trademark, trade name, service mark, logo or slogan of Fly You Out) to direct any person to any other website for any purpose;**
35. **not to** use scripts, bots, crawlers, spiders, site search/retrieval applications, proxies, web scrapers or other manual or automated device, method or process to access the Services and/or Platforms or pre-fetch, retrieve, index, "data mine," store, re-share, rehost, bulk download, copy or otherwise collect information from or monitor the Services and/or Platforms;
36. **not to** access the Platforms or the Services using a "protected computer" as that term is defined in 18 U.S.C. §1030(e)(2) (briefly, this means a computer that belongs to or is used by a financial institution or the United States Government, or that is used in or affects interstate or foreign commerce or communication of the United States);
37. **not to** use the Platforms and/or the Services in any way that would make the Platforms and/or Services subject the Federal Acquisition Regulation, as set forth at 48 C.F.R. §§1.00-53.300 (briefly, this means you won't subscribe to our Services on behalf of the USA federal government);
38. **not to** make your account available to anyone other than yourself or use the Platforms or Services for the benefit of anyone other than yourself; and
39. **not to** assist any third party to do any of the activities prohibited by this Code of Conduct.

IN ADDITION, YOU AGREE NOT TO POST OR SUBMIT ANY CONTENT THAT:

1. is invasive, infringing, libelous, defamatory, slanderous or fraudulent;

2. contains pornographic, sexually explicit or vulgar material (mere nudity will not be deemed to violate this provision);
3. **may denigrate any ethnic, racial, sexual or religious group (by stereotypical depiction or otherwise), including by promoting racism, bigotry, hatred or causing physical or emotional harm of any kind against any group;**
4. **exploits images or the likeness of individuals under 18 years of age including in a sexual or violent manner, or solicits personal information from anyone under the age of 18, or harms minors in any way;**
5. **characterizes violence as acceptable, glamorous or desirable;**
6. **encourages or otherwise depicts or glamorizes drug use (including alcohol or cigarettes) or any illegal acts;**
7. makes use of offensive language or images or is otherwise obviously offensive to the online community;
8. **harasses or advocates harassment of another person;**
9. involves the transmission of "junk mail," "chain letters" or unsolicited mass mailing or Spam;
10. promotes an illegal or unauthorized copy of another person's or entity's copyrighted work;
11. contains any illegal material or any material that infringes or violates another party's rights (including, without limitation, intellectual property rights, contractual rights, and rights of privacy and publicity);
12. **constitutes an illegal act (including, without limitation, prostitution, solicitation, human trafficking, pedophilia or other exploitation or abuse of minors, incest, exploitation, drug trafficking, arms/weapons trafficking, financial fraud, blackmail, or incitement of violence or terrorism) or provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, providing or creating denial of service attacks, computer viruses, harmful code, cancel bots, worms, Trojan horses, corrupted files, flood pings, hacking, packet or IP spoofing, corrupted files, hoaxes, forged routing of electronic mail address information, or similar programs or items of a destructive or deceptive nature;**
13. **solicits passwords or personal identifying information for commercial or unlawful purposes from other members;**
14. provides or promotes inaccurate, misleading, deceptive or false information;
15. engages in commercial activities and/or sales without our prior written consent, such as contests, sweepstakes, barter activities, advertising, and pyramid schemes; or
16. otherwise violates these Terms, or that may expose you or us to legal liability.

The foregoing is a partial list of the kinds of conduct and content that are illegal or prohibited on our Platforms. We reserve the right to investigate any member's account and take appropriate legal action, in

our reasonable discretion, against anyone who violates this Code of Conduct or any other provision of the Terms, **which action may include, without limitation, removing the offending communication from the Services, terminating the violator's access to the Platforms, and/or contacting and disclosing information to relevant legal authorities.** For greater clarification, you agree that Fly You Out may access, preserve, and disclose your account information, including Your Content, if required to do so by law or upon a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of Fly You Out or any other person.

FLY YOU OUT IS A SOCIAL NETWORK FOR ADULTS. WE DO NOT ENDORSE OR ENCOURAGE ANY UNLAWFUL BEHAVIOUR IN ANY JURISDICTION IN WHICH THIS SOCIAL NETWORK IS MADE AVAILABLE. YOU ARE RESPONSIBLE FOR YOUR OWN COMPLIANCE WITH ALL LAWS THAT APPLY TO YOU.

5. Payments and Refunds

A. Pricing

Credits and/or other units do not have a specific dollar (or other currency) value. The price per credit (and/or other unit) could vary significantly depending on what package a member purchases, and on special promotions, which may be offered from time to time (and which may vary based on region or bundle size).

Subscription prices also may vary from time to time (and which may vary based on region and length of subscription).

We also regularly test new features and payment options.

The number of credits required to pay for a specific feature in the Platforms may vary from time to time without prior notification to you. Additionally, the extent to which certain features in the Platforms are offered for free may depend on whether a member has a guest account (i.e., the member has made no purchases yet or has a zero credit balance) or is a paying customer.

Prices displayed may vary between countries. This is due to several factors, including exchange rates, local taxes, and the costs associated with regional operations in particular markets.

In some instances, payment options may not be available in the currency of the country where you reside, in which case: (i) you will be responsible for paying the price in the stated foreign currency; OR (ii) the price in the currency you are quoted will be converted to the price in a foreign currency (such as US dollar or euro) and you will be charged that equivalent amount in the foreign currency.

B. Methods of Payment

A member may pay via credit card, debit card, banker's cheque (sometimes called a "teller's check," a "certified cheque" or a "certified check"), money order, or any other method of payment that we may accept from time to time (which may differ between jurisdictions). In addition to paying the published price, you are responsible for paying all applicable taxes in connection with your purchase, which will be disclosed to you prior to completing your transaction. You also are responsible for any third-party fees (including, for example, telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign

exchange fees, foreign transaction fees, and/or fees charged by Apple or Google if your purchase is related to one of the Mobile Applications). We are not responsible for these fees. Contact your financial institution (or Apple or Google, as applicable) with questions about these fees.

You authorize us to store your payment method and use it in connection with your use of the Services and the Platforms. To avoid interruption in your use of the Services and the Platforms (e.g., when you have a subscription), we may participate in programs supported by your card provider to try to update your payment information. You authorize us to continue billing your account with the updated information we obtain.

If you make a purchase from us, that order will be accepted once we receive confirmation of payment in full.

If we receive a banker's cheque payment for an incorrect amount, we will notify you of such incorrect payment. If such incorrect payment is not rectified within thirty (30) days of providing such notice, we reserve the right to adjust or credit your account based on the funds actually received.

Please note that, if you sign up for our Services through Google Play, Apple's App Store, iTunes, Apple ID or another authorized platform, your order will be governed by not just by our Terms and our Privacy Policy but also by the terms and privacy policy that govern such platform, and their order cancellation provisions will supersede ours.

C. Automatic Subscription Renewals

In order to provide continuous Services, Fly You Out automatically renews all paid subscriptions for the Services (excluding credits or other units, unless you expressly have opted in for automatic top up thereof) on the date such subscriptions expire (or the nearest banking date following such expiration), unless you notify us, before the renewal date, that you wish to cancel a subscription. Fly You Out will disclose renewal periods to you prior to your completion of your purchase, and in your purchase confirmation. By accepting these Terms, you acknowledge that your account will be subject to the above-described automatic renewals. If, at any time, you do not wish your account to renew automatically, you may cancel your automatic subscription by:

1. Contacting hello@flyyouout.com and asking for our assistance on this matter.

OR

2. Logging into your account on the Site then: (i) going to the "Settings" menu; (ii) clicking on "Purchases"; (iii) scrolling to the bottom of the page, where you will find a section called "Active Subscriptions"; and (iv) deactivating the subscription that you no longer want renewed.

Notwithstanding anything else in this Section 5.C. or elsewhere in these Terms, you acknowledge that that we have no obligation to pro-rate refunds for subscriptions that you already have purchased, except as set out in Section 5.D.

D. Cancellations (also known as Right of Withdrawal) and Refunds

Your rights will differ depending upon:

- (i) Whether you signed up for the Services via the Site, or via one of the Mobile Applications,
- (ii) Your method of payment (e.g., is it tied to your identity or anonymous?), and
- (iii) The geographic location where you reside when you sign up for the Services.

.If you sign up via one of the Mobile Applications (rather than via the Site):

If you sign up for a Mobile Application through Google Play, Apple’s App Store, iTunes, Apple ID or another authorized platform, your order will be governed not just by our Terms and our Privacy Policy, but also by the terms and privacy policy that govern such platform, and their order cancellation provisions will take precedence over ours. **This means that it is up to Google or Apple to determine whether you will be reimbursed any money during a “cooling off” period and, if so, the amount of such reimbursement. Fly You Out has no control over Google’s or Apple’s decision-making regarding any such refunds. Accordingly, you should proceed to sign up for our Services via one of the Mobile Applications only if you agree that you might not receive any refund if you cancel your Fly You Out account during a “cooling off” period, and that any disputes you have with respect to such a refund must be brought to and addressed by Google or Apple, as applicable, and not Fly You Out.**

i.If you sign up via the Site using a non-reimbursable method of payment:

Gift Cards – Some members prefer to keep all aspects of their Fly You Out accounts confidential, including their methods of payment. We strive to work with multiple payment processors to make this possible. As a result, we often are able to allow members to pay for their accounts using gift cards (some of which normally are used for specific retail stores). Due to the requirements of payment processors, if you use one of these methods of payment, you may be charged a fee on top of the normal fees which Fly You Out charges for credits (or other units) or a subscription. **Due to the nature of such payments, you should proceed to pay us with a gift card only if you agree that you will not be able to receive any refund if you cancel your Fly You Out account during a “cooling off” period.**

Banker’s Cheques (also known as Teller’s Checks, Certified Cheques or Certified Checks) and Money Orders – **Due to the nature of such payments, you should proceed to pay us with a Banker’s Cheque or Money Order only if you agree that you will not be able to receive any refund if you cancel your Fly You Out account during a “cooling off” period.**

You acknowledge that there may, from time to time, be other non-reimbursable methods of payment, in addition to gift cards, banker’s cheques and money orders.

ii.If you sign up via the Site, using a reimbursable method of payment (such as a credit or debit card), you may (or may not) fall under a geographic “cooling off” period, as follows:

Generally, all purchases are final and non-refundable, and there are no refunds or credits for partially-used periods, except if the laws applicable in your jurisdiction provide for refunds. In other words, special terms may apply in certain countries, and in certain states in the USA.

Some jurisdictions offer consumers a “cooling off” period (also known as a “right of regret”) with respect to purchases made online. In an effort to provide members with appropriate rights of cancellation, Fly You Out will offer you the right to cancel, for any reason, **any purchase made through the Site** (see Section 5 for purchases made through the Mobile Applications) within any statutory or regulatory “cooling off” period that applies in the geographic jurisdiction in which you reside at the time you make your purchase on the

Site (the “**Cancellation Period**”). In such a situation, you shall receive a pro-rated refund applied back to the method of payment used to make the purchase, so long as it is a reimbursable method of payment (such as a credit or debit card), and not a non-reimbursable method of payment (such as a gift card, banker’s cheque or money order).

Geographic Cancellation Periods include (but may not be limited to) the following:

For members residing in the UK, the EU, or the European Economic Area, the Cancellation Period is fourteen (14) calendar days.

For members in Argentina, the Cancellation Period is ten (10) calendar days.

For members residing in Brazil*, South Korea or Taiwan, the Cancellation Period is seven (7) calendar days.

*If the day after purchase is a non-business day, the 7-day period in Brazil will start on the next business day.

For members residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New Jersey, New York, North Carolina, Ohio, Rhode Island and Wisconsin, the Cancellation Period ends at midnight on the third (3rd) business day following the date of your purchase. In addition, in the event that you die before the end of a subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use our Services) before the end of a subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund, as described below.

For all members, to the extent that the laws of your jurisdiction of residence provide for a cooling off period that is not mentioned above (or for a longer cooling off period than is mentioned above), you will be entitled to cancel during such period in accordance with the laws of your jurisdiction of residence. Notwithstanding the foregoing, to the extent that the laws of your jurisdiction allow us to contract for no cooling off period (e.g., the laws of **Japan**), there will be no cooling off period for your jurisdiction.

Additional, special provisions apply, as follows:

For members residing in the UK or the EU, if you request that we start providing access to your purchased credits (or other units) or to other Services during the Cancellation Period, you will lose your right to cancel once you have used such credits (or other units) or other Services fully.

For members residing outside of the UK or the EU, we automatically will start providing access to your purchased credits (or other units), or to other Services for which you subscribe, during the Cancellation Period. You will lose your right to cancel once you have used such credits (or other units) or other Services fully.

For all members, although you are liable for the credits (or other units) or the paid-for Services used prior to cancellation, if you have not yet used all the credits (or other units) or the paid-for Services and if you request cancellation during the Cancellation Period, you can receive a pro-rated refund applied back to the method of payment used to make the purchase (but, as noted above, this must be a reimbursable method of

payment for the Cancellation Period to apply).

How to obtain a refund, where applicable:

You may exercise any statutory or regulatory “right of regret” by notifying us of your decision to cancel your purchase: (i) via the Contact Form on our Site, or (ii) by email [to hello@flyyouout.com](mailto:hello@flyyouout.com).

Prorated refunds will be calculated as follows:

1. **For credit or other unit purchases:**

We will refund you for the purchase of your credit or other unit package (if we have received your cancellation notice within the Cancellation Period) based on the following formula (where “units” refers to credits or any other type of unit, such as minutes):

$[\text{price paid for units}] - [(\text{number of units used}) \times (\text{price paid for units} / \text{number of units purchased})]$

2. **For subscription purchases:** We will refund you for the purchase of a subscription if we have received your cancellation notice within the Cancellation Period, based on the following formula:

$[\text{price paid for initial subscription term}] - [(\text{number of days (complete or partial) which elapsed from the purchase date}) \times (\text{price paid for initial subscription term} / \text{number of days in the initial subscription term})]$

AFTER THE EXPIRATION OF THE CANCELLATION PERIOD, OR ONCE YOU HAVE CEASED TO HAVE A RIGHT TO CANCEL – DUE TO USING ALL THE CREDITS (OR OTHER UNITS) OR THE PAID-FOR SERVICES – **YOU AGREE THAT YOUR PURCHASES, INCLUDING YOUR PURCHASE OF CREDITS (OR OTHER UNITS) AND SUBSCRIPTIONS, ARE NON-REFUNDABLE** EXCEPT WHERE WE HAVE BREACHED THESE TERMS, IN WHICH CASE YOU MAY BE ENTITLED TO A REFUND UNDER APPLICABLE LAW.

E. Mobile Applications

Please note that, where you are using the Services via a Mobile Application and paying for the application through Google Play or Apple’s App Store, iTunes, or Apple ID, all billing issues (including but not limited to the collection of sales tax and the response to refund requests) will be handled by Google or Apple as applicable. Google or Apple, as applicable, shall be fully responsible for any billing errors, and your sole recourse with respect to such errors shall be through Google or Apple, not through Fly You Out.

If you or we delete your account, this will not automatically result in a deletion of any renewable subscription that you have paid for through Google Play or Apple’s App Store, iTunes or Apple ID. You will have to cancel that billing separately from deleting your Fly You Out account.

We will retain all funds charged to your Google Play or Apple’s App Store, iTunes or Apple ID account until you cancel your subscription through Google or Apple, as applicable.

F. Chargebacks

If you desire a refund on a reimbursable method of payment (such as a credit or debit card), we request that you contact us first (at hello@flyyouout.com), thereby giving us an opportunity to resolve your dispute.

Please note that repayments do not occur in real time so, if we inform you that we have made a repayment, you should wait at least fifteen (15) business days to see it reflected in your credit or debit card account. You acknowledge that you are not entitled to two refunds related to the same payment and, therefore, you agree not to initiate a refund request with your credit or debit card company when you already have initiated such a request with us (until and unless we have refused your request). Additionally, if you do initiate separate refund requests and receive two refunds, we may take steps with your credit or debit card company to revert one of those refunds.

If you initiate a chargeback or otherwise reverse a payment made with your method of payment, we may terminate your account immediately in our sole discretion, on the basis that you have determined that you do not want an Fly You Out account.

In the event that your chargeback or other payment reversal is overturned, please contact hello@flyyouout.com to discuss your account status.

As noted in our Privacy Policy, your personally-identifiable information may be shared with the payment processor in order to assist us in responding to your chargeback request.

6. Liability

A. Our Liability

The following provision is not applicable to residents of Quebec, to the extent that it conflicts with the Quebec Consumer Protection Act.

We are not responsible for anything that: (i) was not foreseeable to you and/or to us when these Terms were entered into by you; or (ii) is not directly caused by any breach of our obligations or otherwise directly caused by us.

To the maximum extent permitted by applicable law, in no event shall we, or any of our licensees or affiliates, or any of their or our shareholders, officers, directors, employees, contractors, representatives, agents, licensors, successors or assigns, be liable for (even if we or they have been advised of the possible existence of, or should have known about or foreseen) any of the following:

1. ANY LOSSES OR DAMAGES, WHETHER ACTUAL, INCIDENTAL, DIRECT, INDIRECT, INTANGIBLE, GENERAL, CONSEQUENTIAL RELIANCE, COMPENSATORY, PUNITIVE, ENHANCED, SPECIAL, MORAL AND/OR EXEMPLARY, INCLUDING, WITHOUT LIMITATION: BODILY INJURY; DEATH; EMOTIONAL DISTRESS; LOSS OF GOODWILL; REPUTATIONAL HARM; DAMAGE TO YOUR COMPUTER HARDWARE, DAMAGE TO YOUR COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY DAMAGE OR MALFUNCTION (INCLUDING BUT NOT LIMITED TO DAMAGE TO YOUR COMPUTER LINE OR NETWORK FAILURE), AND ANY RELATED LOSSES SUCH AS LOSS OF BUSINESS, REVENUE, SAVINGS OR PROFITS; SERVICE INTERRUPTION; LOSS OR CORRUPTION OF DATA; PROCUREMENT OF SUBSTITUTE SERVICES; PECUNIARY LOSS AND/OR ANY OTHER TANGIBLE OR INTANGIBLE LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO EMOTIONAL DISTRESS, FINANCIAL LOSS OR REPUTATIONAL HARM

RELATED TO YOUR SPOUSE, SIGNIFICANT OTHER, FAMILY MEMBERS, FRIENDS, WORK ASSOCIATES AND/OR CUSTOMERS LEARNING THAT YOU ARE ENGAGED IN INFIDELITY) ARISING OUT OF OR RELATING TO:

- a. YOUR USE, LOSS OF USE, OR INABILITY TO USE THE PLATFORMS AND/OR THE SERVICES (INCLUDING TRAVEL AND ACCOMODATION DELAYS AND DISRUPTIONS, DELAYS IN OPERATION OR TRANSMISSION, INTERRUPTIONS IN SERVICES, TERMINATION OF YOUR ACCOUNT, TERMINATION OF YOUR ACCESS TO THE PLATFORMS, OR PERFORMANCE OF THE PLATFORMS);
- b. MODIFICATION OF ANY PART OF, OR CONTENT IN, THE PLATFORMS AND/OR OUR SERVICES;
- c. THE ACCURACY, TIMELINESS, PERFORMANCE, COMPLETENESS OR SUITABILITY OF ANY CONTENT OR THE SERVICES FOR ANY PARTICULAR PURPOSE (INCLUDING ANY DAMAGES CAUSED BY FRAUD, ERROR, OR OMISSION);
- d. ANY DATA BREACH OR ANY OTHER SECURITY INTRUSION, OR ANY PROGRAMMING ERRORS, BUGS, COMPUTER VIRUSES, WORMS, CANCEL BOTS, TROJAN HORSES OR SIMILAR PROGRAMS, OTHER SOFTWARE OR HARDWARE FAILLURES, MALICIOUS SOFTWARE OR HARMFUL COMPONENTS, FLOOD PINGS, DENIAL OF SERVICE ATTACKS, SPAMMING, HACKING, PACKET OR IP SPOOFING, CORRUPTED FILES, TAMPERING, HOAXES, FRAUD, OTHER ERROR, OMISSION, INTERRUPTION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR NON-TECHNICAL MALFUNCTION OR DEFECT;
- e. YOUR CONDUCT OR THE CONDUCT OF ANY OTHER MEMBER IN CONNECTION WITH THE USE OF THE PLATFORMS AND/OR THE SERVICES;
- f. YOUR COMMUNICATIONS WITH OTHER MEMBERS OF THE SERVICES, INCLUDING MESSAGES OR ANY OTHER COMMUNICATIONS SENT BY OTHER MEMBERS OF THE SERVICE TO YOU (OR SENT BY YOU TO OTHER MEMBERS OF THE SERVICE) AND THE ACCURACY, INACCURACY, COMPLETENESS, INCOMPLETENESS, OR DEFECTIVENESS OF THE INFORMATION COMMUNICATED TO YOU BY OTHER MEMBERS (AND BY YOU TO OTHER MEMBERS), INCLUDING MEMBER CONTENT POSTED ON OUR PLATFORMSOR IN CONNECTION WITH THE SERVICE OR TRANSMITTED TO YOU OR OTHER MEMBERS VIA OUR PLATFORMS;
- g. YOUR MEETINGS AND OTHER INTERACTIONS WITH OTHER MEMBERS OF THE SERVICE, OR PERSONS YOU MEET THROUGH THE

SERVICE, WHETHER SUCH MEETINGS OR INTERACTIONS TAKE PLACE ON OUR PLATFORMS, VIA OTHER ONLINE METHODS, TELEPHONIC METHODS, OR OFFLINE;

- h. ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES, INCLUDING ANY THIRD PARTIES REFERENCED IN THE PLATFORMS OR THE SERVICES;
 - i. ANY ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING VIOLATION OF YOUR RIGHTS, OR ANY FRAUD BY ANY THIRD-PARTY VENDOR OR ANY OTHER MEMBER;
 - j. ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY US, LAW ENFORCEMENT AUTHORITIES, OR OTHER PERSONS WHO OBTAIN SUBPOENAS, COURT ORDERS, SEARCH WARRANTS OR SIMILAR LEGAL DISCOVERY DOCUMENTS, WHERE SUCH INVESTIGATION IS CONDUCTED REGARDING YOUR USE OF THE PLATFORMS AND THE SERVICES;
 - k. ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS
2. THE USE BY OTHER MEMBERS OF ANY INFORMATION WHICH YOU PROVIDE TO THEM;
 3. THE ACTIONS OR INACTIONS OF ANY THIRD PARTIES THAT WE DO NOT CONTROL (INCLUDING BUT NOT LIMITED TO OTHER MEMBERS OF OUR PLATFORMS OR OUR SERVICES AND THIRD-PARTY MARKETING AFFILIATES);
 4. ANY PROBLEM, TECHNICAL MALFUNCTION OR SECURITY ISSUE RELATED TO ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, MOBILE DEVICE EQUIPMENT, SOFTWARE, EMAIL OR PLAYERS, ANY TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, OR ANY COMBINATION THEREOF, WHERE SUCH ISSUE HAS NOT BEEN CAUSED BY US OR BY ANY PARTY THAT WE CONTROL; AND
 5. ANY FAILURE OR DELAY IN PERFORMING UNDER THESE TERMS WHERE SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION: NATURAL CATASTROPHE; FIRE; EPIDEMIC; PANDEMIC; QUARANTINE; GOVERNMENTAL ACT OR OMISSION; LAW OR REGULATION; WAR; TERRORISM (WHETHER ACTUAL OR THREATENED); RIOT, INSURRECTION OR CIVIL UNREST; FAILURE, DELAY OR DIMINISHMENT OF ELECTRICAL POWER OR OTHER UTILITY, INTERNET SERVICE, CO-LOCATION, DATA NETWORK OR SERVICE, WIRELESS CARRIER CONNECTIVITY OR TELECOMMUNICATION SERVICE;

TRANSPORTATION STOPPAGE OR SLOWDOWN; STRIKE OR LABOUR ACTION; BLOCKADE; NON-FLY YOU OUT APPLICATION; DENIAL OF SERVICE OR SIMILAR ATTACK; ACT OF CIVIL OR MILITARY AUTHORITIES; ACCIDENT; ENERGY CRISIS, OR ISSUE CAUSED BY ANY MEMBER'S DEVICE(S), EQUIPMENT OR SYSTEM(S) (“**FORCE MAJEURE**”).

6. BUSINESS LOSSES AND/OR LOSSES TO NON-CONSUMERS. (SEE SECTION 3.D. FOR YOUR OBLIGATION TO USE OUR PLATFORMS AND THE SERVICES FOR PERSONAL, NON-COMMERCIAL USE ONLY.)
7. ANY LOSSES OR DAMAGES ARISING FROM OR RELATED TO ANY AND ALL EMAIL AND/OR TEXT MESSAGES SENT BY ANY INDIVIDUAL OR ENTITY WHICH WE DO NOT OWN AND/OR OPERATE. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL NOT TAKE ANY LEGAL ACTION AGAINST US (OR AGAINST OUR LICENSEES OR AFFILIATES, OR ANY OF THEIR OR OUR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, LICENSORS, SUCCESSORS OR ASSIGNS) WITH RESPECT TO ANY SUCH EMAIL(S) AND/OR TEXT MESSAGE(S) THAT YOU RECEIVE, EVEN IF THE CONTENT OF ANY MESSAGE INCLUDES REFERENCE TO US, OUR PLATFORMS, OR OUR SERVICES, OR IF SUCH MESSAGE PURPORTS TO HAVE BEEN SENT ON OUR BEHALF.

IF YOU ARE DISSATISFIED WITH THE SERVICES IN ANY WAY BUT HAVE INCURRED NO LOSSES OR DAMAGES CAUSED BY US, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE YOUR TERMINATION OF YOUR ACCOUNT AND DISCONTINUATION OF YOUR ACCESS TO, OR USE OF, THE SERVICES.

B. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL FLY YOU OUT'S (OR OUR LICENSEES' OR AFFILIATES', AND OUR AND THEIR SHAREHOLDERS', OFFICERS', DIRECTORS', EMPLOYEES', CONTRACTORS', REPRESENTATIVES', AGENTS', SUCCESSORS' AND ASSIGNS') LIABILITY TO YOU FOR ANY AND ALL LOSSES OR DAMAGES SUFFERED IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES EXCEED: (i) FOR PAYING CUSTOMERS, THE AMOUNT PAID BY YOU TO USE THE PLATFORMS AND THE SERVICES DURING THE THREE (3) MONTHS PRIOR TO THE ACT OR OMISSION GIVING RISE TO LIABILITY, OR THE EQUIVALENT OF TWO HUNDRED CANADIAN DOLLARS (CAD \$200.00), WHICHEVER IS LESS; OR (ii) IF YOU HAVE NOT PAID TO USE THE PLATFORMS AND THE SERVICES, THE EQUIVALENT OF FIFTY CANADIAN DOLLARS (CAD \$50.00). THESE TERMS SET FORTH THE TOTAL LIABILITY OF FLY YOU OUT AND OUR LICENSEES AND AFFILIATES, AND OUR AND THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS, AS WELL AS YOUR EXCLUSIVE REMEDY WITH RESPECT TO ACCESS AND USE OF THE SERVICES AND PLATFORMS.

THIS LIMITATION ON LIABILITY PROVISION MAY NOT APPLY IN CERTAIN JURISDICTIONS (E.G., IT WILL NOT APPLY IF YOU ARE A RESIDENT OF THE UK).

C. Your Liability

You are responsible for, and agree to indemnify and defend us against, and release and hold us harmless from, the claims, actions, proceedings, complaints, demands, losses, costs, damages, liabilities and expenses incurred by us (or by any person engaged in the provision of the Services or the Platforms) to the extent they arise out of or relate in any way to: (a) your access to, or use of, or inability to use the Platforms and the Services; (b) Your Content; (c) your conduct towards any other member; (d) your infringement of the intellectual property rights of a person other than yourself; (e) your breach of these Terms; (f) your violation of any rights of a third party; (g) your negligent acts or omissions, or wilful misconduct or (h) your breach of any applicable law(s). You agree not to settle any such matter without our prior written consent. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us fully in asserting any available defenses. For greater clarification, the terms “us” and “our” in this Section 6.C. shall refer to us and our licensees and affiliates, and our and their, shareholders, officers, directors, employees, contractors, representatives, agents, successors and assigns.

D. Exceptions

Nothing in this Agreement shall exclude or limit any of our liability for losses which may not be lawfully excluded or limited by applicable law, in which case, our liability will be excluded or limited to the greatest extent permitted by applicable law.

E. Applicability and Survivability

The waivers and limitations specified in this Section 6 shall survive and apply regardless of the form of action, whether based in equity, contract (including warranty), tort (including active, passive or imputed negligence), strict liability, product liability, or otherwise, even if any limited remedy in the Terms fails of its essential purpose.

7. Privacy

Any personal information we collect in connection with your access to the Platforms or use of the Services is governed by our Privacy Policy. Our Privacy Policy is incorporated into these Terms by this reference and you should read it carefully.

8. General

A. Governing Law

These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

These Terms will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. For any formal legal disputes arising associated with these Terms that we cannot amicably settle, you irrevocably attorn and submit to the exclusive jurisdiction of the Ontario courts situated in Toronto, and you waive any objection to the venue of any

proceeding in such court or that such court provides an inappropriate forum.

Regardless of the province of residency, the parties to these Terms hereby confirm their express wish that these Terms, as well as all other documents related to the Terms, including but not limited to all confirmations, notices, waivers, consents and other communications between the parties in connection with these Terms, be in the English language only, and declare themselves satisfied with this. Peu importe la province de résidence, les parties aux présentes conditions confirment leur volonté expresse de voir la présente convention, de même que tous les documents qui s'y rattachent, incluant mais non de façon limitative tous les confirmations, avis, renonciations, consentements et autres communications entre les parties dans le cadre de la présente convention, être rédigés en langue anglaise seulement et s'en déclarent satisfaites.

i. **OTHER**

Except as set out above, or otherwise required under applicable law: (i) these Terms shall be governed by and construed in accordance with laws of Province of Ontario and federal laws of Canada applicable therein; and (ii) you may bring legal proceedings in respect of these Terms, our Platform or Services, in the relevant courts of the Province of Ontario.

B. Availability of Service

The following provision is not applicable to residents of Quebec, to whom the Quebec Consumer Protection Act applies.

We are unable to warrant that our Services will at all times be free from any data breach or any other security intrusion, or any programming errors, bugs, computer viruses, worms, cancel bots, Trojan horses or similar programs, other software or hardware failures, malicious software or harmful components, flood pings, denial of service attacks, spamming, hacking, corrupted files, tampering, hoaxes, fraud, other error, omission, interruption, delay in operation or transmission, computer line or network failure, or any other technical or non-technical malfunction or defect that may affect your use of the Services. However, we will make commercially reasonable efforts to prevent occurrence of any such incident.

C. No Waiver

No failure or delay by a party in exercising any right, power or privilege under these Terms shall operate as a waiver thereof.

D. Severance

The invalidity, illegality or unenforceability of any of these Terms shall not affect the validity, legality or enforceability of any other of these Terms, all of which shall remain in full force and effect.

E. Precedence of English Version of These Terms

The official text of these Terms shall be in the English language, and any translation, interpretation or construction of these Terms shall be based thereon. If any documents or notices relating to this Agreement are translated into another language, the English version shall be controlling in the event of any discrepancy between the two (except to the extent that the law in your jurisdiction forbids this provision).

F. Export Controls

Member agrees to comply with applicable USA, EU, UK and UN export and re-export laws, regulations and requirements. For example, the United States Department of Commerce prohibits export or diversion of software and certain content to specified countries and persons. You certify that you will not, directly or indirectly, download, export, re-export, sell, transfer, divert or otherwise dispose of any software or content from the Platforms or the Services, for any end use: (a) into (or to a national or resident of) any country to which the USA, the EU, the UK or the UN has embargoed goods (including without limitation the Crimea Region of Ukraine or any Group E country listed in [SUPPLEMENT NO. 1 TO PART 740 – COUNTRY GROUPS](#)); (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List; (c) to any company, entity or person listed as a party of concern found here 2016.export.gov/ecr/eg_main_023148.asp; or (d) for any end-use related to the development, production or use of nuclear, chemical or biological weapons or missiles. By downloading or using any such software or content, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list and that you will not license or otherwise permit anyone in any such country or on any such list to receive software or content that is subject to export control.

G. No Warranty

The Platforms and the Services are provided to you on an “AS IS,” “WITH ALL FAULTS” and “AS AVAILABLE” basis. Subject to any applicable legislation prohibiting the following exclusions, we do not offer or provide any warranties or representations in relation to the quality or performance of the Platforms or the Services (including but not limited to travel, events and accommodations), nor do we guarantee that the Platforms and/or the Service will always be available or that access to them will be uninterrupted. We make no commitments about the content within or information accessible through the Services and/or Platforms (for instance, we do not take any responsibility for the identity, intentions, legitimacy, or veracity of any members with whom you may communicate) and we disclaim any warranty that the results obtained from the use of the Services or the Platforms will be effective, accurate, or reliable. We will not be liable to you if, for any reason, the Platforms and/or the Services do not perform as described or are unavailable at any time or for any period. We cannot and do not warrant that the Platforms and/or the Services will be free from defects and errors, or that any defects or errors will be corrected. You assume responsibility for the operation of the Platforms and the Services, and for use and results obtained from the Platforms and the Services. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES AND/OR THE PLATFORMS IS ACCESSED AND USED AT YOUR OWN DISCRETION AND RISK. WE MAKE NO WARRANTIES OF ANY KIND RELATED TO THE SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN), WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY, SATISFACTORY QUALITY, TITLE, ACCURACY AND NON-INFRINGEMENT, AND FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT OUR SERVICES AND/OR THE PLATFORMS WILL BE UNINTERRUPTED, SECURE OR ERROR FREE. FURTHERMORE, WE MAKE NO GUARANTEES AS TO THE NUMBER OF ACTIVE MEMBERS AT ANY TIME, MEMBERS’ ABILITY OR DESIRE TO COMMUNICATE WITH OR MEET YOU, OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY MEMBERS YOU MEET THROUGH THE SERVICES AND/OR THE PLATFORMS. WHILE WE ATTEMPT TO MAKE YOUR ACCESS TO AND USE OF THE PLATFORMS AND

SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE PLATFORMS AND/OR SERVICES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

Some jurisdictions do not allow the exclusion of implied warranties, or have legislation that imposes certain statutory warranties which cannot be excluded, so parts of the above exclusion may not apply to you.

H. Prohibition on Federal Acquisitions

Use of or access to the Platforms and the Services by or for any financial institution or by or for the United States federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the United States federal government, is strictly prohibited.

You agree that: (i) you will comply with this prohibition; and (ii) any and all laws applicable to USA federal acquisitions do not apply to your use of or access to the Platform and the Services (such laws include but are not limited to 48 C.F.R. §2.101, §12.212, §227.7202, and §§227.7202-1 through 227.7202-4).

I. Copyright

Unpublished-rights are reserved under the copyright laws of the United States of America, Canada and the European Union.

J. Non-Transfer/Assignment of Rights

You agree that your Fly You Out account is non-transferable and all of your rights to your account and Your Content terminate upon your death, unless otherwise provided by law. Any rights and licenses granted hereunder may not be transferred or assigned by you, but may be assigned by us without restriction.

K. No Agency

No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you agree that you may not make any representations on behalf of or bind Fly You Out in any manner.

9. Updates

A. Modifications to the Platforms or the Services

We may modify or vary any part of the Platforms or the Services in order to make technical adjustments, including but not limited to modifications which: (i) address security threats; (ii) comply with applicable law; (iii) enable us to test a new feature; (iv) cancel an existing feature; or (v) update the functionality of an existing feature.

We are not obligated to inform you of every instance where we make a change to the Platforms or the Services. However, we may, from time to time, notify you of relevant changes by, for example, inviting you to test a new feature or informing you that we are canceling a feature. If at any time, as a result of modifications or otherwise, you determine that you no longer want to use the Platform or the Services, you can delete or deactivate your account, per Section 10 of these Terms.

B. Modifications to these Terms

We may modify or vary any part of these Terms, including but not limited to changes which: (i) do not adversely affect you; (ii) address security threats; (iii) comply with applicable law; (iv) provide clarity; or (v) comply with changes to the Platforms or the Services. In such circumstances we will ask for your express consent to the updated terms. Such updated terms shall become effective upon the **first** of the following to occur: (i) thirty (30) days after posting such updated terms on our Site (see “Last Updated” date at the top of these Terms), or (ii) your providing us with your express consent to the new, updated Terms (by clicking one or more checkboxes, by which you certify that you have read and agreed to the then-current Terms and Privacy Policy).

If you do not agree with any future modifications to these Terms or to our Privacy Policy, you must stop using the Services and the Platforms. Because we always will make the most recent version of these Terms and the Privacy Policy publicly available, you always will have a copy of the existing contracts between you and us available to you (you may view them on the Site, and you may download the current versions at any time by using the print as .pdf function on your web browser).

10. Deactivate or Delete Your Account

A. How to Deactivate or Delete Your Account

In the event you would like to cease using the Platforms and the Services, whether temporarily or permanently, you have the following two (2) options, which you can exercise by visiting your account settings **while logged into your account on the Site**:

i. Deactivate Your Account:

If you select this option, your profile will be removed from all search results and will not otherwise be viewable by other members.

However, your message history will be left intact and any members with whom you previously have interacted still will be able to access and view the messages you have exchanged.

If you select this option, your account, including any personal information related thereto, will **not** be deleted immediately from our systems but, rather, will be stored and managed in accordance with our Privacy Policy.

If you select this option, you may restore your account at a later time by contacting a customer service representative (for, example, by using the Contact Form on our Site). Such restoration will only be possible if your account has not yet been deleted as a result of prolonged inactivity (see Section 2.F.)

ii. Delete Your Account:

If you select this option: your profile no longer will be viewable by other members or come up in search results; and (ii) except for any information that we require to retain for accounting or legal purposes (including to manage any potential chargebacks), personal information associated with your account will be deleted in accordance with our data retention schedule.

This means that some of your usage history may be kept for up to six (6) months. If you would like us to remove this information more quickly, you may raise a data erasure request with us in accordance with our

Privacy Policy.

If you select a full delete option or submit a data erasure request with us, we will not be able to restore your account once the erasure is complete. Additionally, any unused credits and/or other units associated with your account will expire immediately without refund, except in the situations described in Section 5.D. Please note it may take up to forty-eight (48) hours for your information to no longer be visible in the Platforms.

B. Effect of Suspension, Deactivation or Deletion

If your account is suspended by us, deactivated by you, or deleted by either you or us, for any reason, then: (i) these Terms shall continue and remain enforceable between you and Fly You Out, (ii) you will not be entitled to any refund for purchases made prior to such suspension, deactivation or deletion (except where you are eligible to a refund during a statutory or regulatory “cooling off” period); and (iii) your information will be maintained and deleted in accordance with these Terms and our Privacy Policy.

11. Mobile Terms

In addition to the rest of these Terms (which apply to all members, no matter what method they use to access the Platforms and/or use the Services), this section applies to you if you download any Mobile Application (as defined below).

A. Fly You Out Mobile Applications

We make available Apple/iOS-powered and Android-powered mobile applications (together, the "**Mobile Applications**") to allow you to access the Platforms via mobile devices. To use a Mobile Application, you must have a compatible mobile device. Information about compatibility will be provided in the relevant ‘app store’ (accessible through your mobile device). In consideration of your agreeing to abide by the provisions of this Section 11, and subject to the rest of these Terms, and the Privacy Policy, we grant to you a non-exclusive, non-transferable, revocable licence to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by you, for your personal, non-commercial use. We reserve all other rights. The foregoing licence grant is not a sale of the Mobile Applications or any copy thereof, and Fly You Out and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Applications (and any copy of the Mobile Applications).

i. Restrictions

You may not:

1. Use the Mobile Applications for any but its intended purpose(s);
2. modify, disassemble, decompile, reverse engineer, translate, merge, adapt, modify, or create derivative works based on the whole or any part of the Mobile Applications, or permit the Mobile Applications or any part of it to be combined with, or become incorporated in any other programs, or attempt to do any such thing;
3. rent, lease, loan, resell, sublicense, distribute, assign or otherwise transfer the Mobile Application to any third party or use the Mobile Application to provide

time sharing or similar services for any third party;

4. make any copies of the Mobile Applications;
5. remove, circumvent, disable, damage or otherwise interfere with: (i) security-related features of the Mobile Applications; (ii) features that prevent or restrict use or copying of any Content accessible through the Mobile Applications; or, (iii) features that enforce limitations on use of the Mobile Applications; or
6. delete the copyright and other proprietary rights notices on the Mobile Applications.

ii. Updates

We may from time to time issue upgraded versions of either Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You agree that these Terms will apply to all such upgrades. Depending on the update, you may not be able to use the Mobile Application until you have downloaded the latest version, and accepted any new terms. In situations where you still are able to use an older version of the Mobile Application, we may no longer provide support services in relation to that older version.

iii. Third-Party Charges

Standard carrier data charges may apply to your use of the Platforms.

iv. Privacy and Security

By using a Mobile Application, you consent to our collecting and using technical information about the devices and related software, hardware, peripherals (including, but not limited to, the serial number and IMEI number of your wireless device) to facilitate the provision of software updates or otherwise to improve our Platform and to provide any Services to you. This information and other information which may be deemed personal information shall be collected in accordance with our Privacy Policy.

Your Content, which you provide via the Mobile Application, may be cached or otherwise stored on your mobile device while you are logged in to your account. It is solely your responsibility to ensure that your use of the Mobile Application AND your use of the mobile device are safeguarded properly via password protections, logging out of the Mobile Application and the mobile device when not in use, physically safeguarding your mobile device, and any other necessary measures.

You acknowledge that you are prohibited from running the Mobile Application on a jailbroken or otherwise modified version of your mobile device's factory-supplied operating system. You acknowledge that you are fully liable for any resulting legal or financial consequences which may arise from operating the Mobile Application on such a device.

v. Use of Your Mobile Device and Release of Liability

You hereby acknowledge that the use of a mobile device in connection with a Mobile Application carries specific risks for which you, as the user, assume full liability. These risks include, but are not limited to, the partial or complete loss and exposure of data to unauthorized viewers as a result of theft of your device, a crash of the operating system, any data breach or other security intrusion, programming errors, bugs,

computer viruses, worms, cancel bots, Trojan horses or similar programs, other software or hardware failures, malicious software or harmful components, flood pings, denial of service attacks, spamming, hacking, corrupted files, tampering, hoaxes, fraud, other error, omission, interruption, delay in operation or transmission, network failure, or any other technical or non-technical malfunction or defect which could render a mobile device inoperable.

B. Geo-Location Terms

Our Services include and make use of certain functionality and services provided by third parties, which allow Fly You Out to include maps, geocoding, places and other content from Google as part of the Services (the “**Geo-Location Services**”). Your use of the Geo-Location Services included in our Services is subject to Google’s then-current: (i) Google Maps/Google Earth Additional Terms of Service (google.com/intl/en_us/help/terms_maps.html); and, (ii) Google Privacy Policy (google.com/policies/privacy/). By using the Geo-Location Services, you are agreeing to be bound by the Google Maps/Google Earth Additional Terms of Service and the Google Privacy Policy. If we become aware that you have failed to comply with the Google Maps/Google Earth Additional Terms of Service, we will take appropriate action pursuant to our agreement with Google, including suspension or termination of your account.

12. Contact Us (Queries, Complaints and Notices)

If you have any questions or concerns about these Terms, our Privacy Policy, the practices of Fly You Out, your dealings with us, the Platforms or the Services, you may contact a Fly You Out representative by using the Contact Form on our Site or by sending an email to hello@flyyouout.com.

For specific privacy queries, our data protection officer can be contacted at privacy@flyyouout.com.

13. Entire Agreement

These Terms and any additional terms upon purchase contain the entire agreement between you and Fly You Out regarding the use of our Services. These Terms supersede all previous agreements, representations, and arrangements between us, whether written or oral.