



First Air, Inc. • 7901 4th St. N, Ste 300 • St Petersburg, FL, 33702 USA  
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## TERMS AND CONDITIONS

Last updated September 4, 2025

### AGREEMENT TO OUR TERMS AND CONDITION

We are First Air, Inc ("**Company**," "**we**," "**us**," "**our**"), a nonprofit company incorporated in Delaware, with a mailing address of 7901 4th St. N, Ste 300, St Petersburg, FL, 33702, USA

We provide global medical air transportation (the "**Services**") We operate the website <https://firstair.org> (the "**Website**"), the mobile application First Air (the "**App**") (collectively, the "**Platform**").

The Platform provides a venue for customers and prospective customers to obtain information regarding the medical air transportation services we provide, to securely schedule and pay for medical air transportation services, a secure HIPPA compliant portal to upload necessary health and other documents and information, and for HIPPA compliant communications with First Air personnel.

You can contact us by phone at (US)(781) 664-9000, email at [info@firstair.org](mailto:info@firstair.org), or by mail to 3348 King Richard Ct, Virginia Beach, VA 23452.

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("**you**"), and First Air, Inc, concerning your access to and use of the Services and Platform. You agree that by using and accessing the Services and Platform, you have read, understood, and agreed to be bound by all of these Terms and Conditions. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND PLATFORM AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental Terms and Conditions or documents that may be posted on the Platform from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware

of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Platform after the date such revised Terms and Conditions are posted.

The Platform is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Platform.

We recommend that you print a copy of these Terms and Conditions for your records.

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### **1. OUR SERVICES**

The information provided when using the Platform is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Platform from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Information you submit through the Platform, particularly if it constitutes health information, may be subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended. We are committed to protecting your health information in accordance with the terms of the HIPAA section of our Privacy Notice, which can be accessed at <https://firstair.org/privacy>. By submitting health information, you acknowledge and agree that such information may be used and disclosed by us as permitted by law and our Privacy Notice, and for purposes of providing our services, treatment, receiving payment, and health care operations, as described in our Privacy Notice.

## **2. INTELLECTUAL PROPERTY RIGHTS**

### **Our intellectual property**

We are the owner or the licensee of all intellectual property rights in the Platform, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Platform (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Platform "AS IS" for your personal, non-commercial use or internal business purpose only.

### **Your use of the Platform**

Subject to your compliance with these Terms and Conditions, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- a. access the Platform; and
- b. download or print a copy of any portion of the Content to which you have properly gained access, solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Terms and Conditions, no part of the Platform and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Platform, Content, or Marks other than as set out in this section or elsewhere in our Terms and Conditions, please address your request to: [info@firstair.org](mailto:info@firstair.org). If we ever grant you the permission to post, reproduce, or publicly display any part of our Platform or Content, you must identify us as the owners or licensors of the

Platform, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Platform, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Terms and Conditions and your right to use the Platform will terminate immediately.

### **Your submissions**

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using the Platform to understand the

- a. rights you give us and
- b. obligations you have when you post or upload any content through the Platform.

**Submissions:** By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Platform ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

**You are responsible for what you upload or post:** By sending us Submissions through any part of the Platform you:

1. confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Platform any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
2. to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
3. warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
4. warrant and represent that your Submissions do not constitute confidential information;
5. agree not to upload any health or medical information in any manner that is not HIPPA compliant.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

### **3. USER REPRESENTATIONS**

By using the Platform, you represent and warrant that:

1. all registration information you submit will be true, accurate, current, and complete;
2. you will maintain the accuracy of such information and promptly update such registration information as necessary;
3. you have the legal capacity and you agree to comply with these Terms and Conditions;
4. you are not a minor in the jurisdiction in which you reside;
5. you will not access the Platform through automated or non-human means, whether through a bot, script or otherwise;
6. you will not use the Platform for any illegal or unauthorized purpose; and
7. your use of the Platform will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services and Platform (or any portion thereof).

#### **4. USER REGISTRATION**

You may be required to register to use the Platform. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

#### **5. PROHIBITED ACTIVITIES**

You may not access or use the Platform for any purpose other than that for which we make the Platform available. The Platform may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Platform, you agree not to:

1. Systematically retrieve data or other content from the Platform to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Platform and/or the Content contained therein.
4. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform.
5. Use any information obtained from the Platform in order to harass, abuse, or harm another person.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Use the Platform in a manner inconsistent with any applicable laws or regulations.
8. Engage in unauthorized framing of or linking to the Platform.

9. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform.
10. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
11. Delete the copyright or other proprietary rights notice from any Content.
12. Attempt to impersonate another user or person or use the username of another user.
13. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
14. Interfere with, disrupt, or create an undue burden on the Platform or the networks or services connected to the Platform.
15. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform to you.
16. Attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform.
17. Copy or adapt the Platform's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
18. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform.
19. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Platform, or use or launch any unauthorized script or other software.
20. Use a buying agent or purchasing agent to make purchases on the Platform.
21. Make any unauthorized use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
22. Use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the Content for any revenue-generating endeavor or commercial enterprise.
23. Provide any knowingly false or inaccurate information to First Air.
24. To upload or access PHI in any manner that is not HIPPA compliant.

## **6. USER GENERATED CONTRIBUTIONS**

The Platform does not offer users a platform to submit or post content other than allowing verified users to post reviews, testimonials, photos and video (collectively, "Contributions")

of their verified experience with first Air. Contributions may be viewable by other users of the Platform and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Platform' Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, or public display, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Platform, and other users of the Platform to use your Contributions in any manner contemplated by the Platform and these Terms and Conditions.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Platform and these Terms and Conditions.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not contain any PHI or violate HIPPA any HIPPA requirements or regulations.
11. Your Contributions do not violate the privacy or publicity rights of any third party.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation.

Any use of the Platform in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Platform. We reserve the right to edit or delete any Contribution without providing notice to you or obtaining your consent if in our sole judgment your Contribution violate any of the above requirements for Contributions.

## **7. CONTRIBUTION LICENSE**

You agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Platform, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Platform. You are solely responsible for your Contributions to the Platform and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## **8. GUIDELINES FOR REVIEWS**

We may provide you areas on the Platform to leave reviews or ratings. When posting a review, you must comply with the following criteria:

1. you must have firsthand experience with what is being reviewed;
2. your reviews should not contain profanity, abusive, racist, offensive, or hateful language;
3. your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
4. your reviews should not contain references to illegal activity;
5. you should not be affiliated with competitors if posting negative reviews;
6. you should not make any conclusions as to the legality of conduct;
7. Your reviews should not contain any PHI or violate HIPPA any HIPPA requirements or regulations;
8. you may not post any false or misleading statements; and
9. you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review. We reserve the right to block a user from posting reviews if in our sole opinion that person has previously posted a review that violates one or more of the Guidelines for Reviews in section 8 or rules for User Generated Contributions in section 6.

## **9. MOBILE APPLICATION LICENSE**



## **Use License**

If you access the Platform via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms and Conditions. You shall not:

1. except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App;
2. make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App;
3. violate any applicable laws, rules, or regulations in connection with your access or use of the App;
4. remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App;
5. use the App for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
6. make the App available over a network or other environment permitting access or use by multiple devices or users at the same time;
7. use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App;
8. use the App to send automated queries to any website or to send any unsolicited commercial email;
9. use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App; or
10. use the App for any activity or any manner that is not in compliance with HIPPA regulations.

## **Apple and Android Devices**

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Platform:

the license granted to you for our App is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service;

1. we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this mobile application license contained in these Terms and Conditions or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
2. in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the

maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App;

3. you represent and warrant that
  - i. you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a "terrorist supporting" country and
  - ii. you are not listed on any US government list of prohibited or restricted parties;
4. you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the App; and
5. you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms and Conditions, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms and Conditions against you as a third-party beneficiary thereof.

## **10. THIRD-PARTY WEBSITES AND CONTENT**

The Platform may contain (or you may be sent via the Site or App) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Platform or any Third-Party Content posted on, available through, or installed from the Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Platform and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Platform or relating to any applications you use or install from the Platform. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **11. PLATFORM MANAGEMENT**

We reserve the right, but not the obligation, to:

1. monitor the Platform for violations of these Terms and Conditions;
2. take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
3. in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
4. in our sole discretion and without limitation, notice, or liability, to remove from the Platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
5. otherwise manage the Platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the Platform.

## **12. PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy:

<https://firstair.org/privacy>. By using the Services and/or Platform, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions. Please be advised the Platform is hosted in the United States. If you access the Platform from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Platform, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

## **13. HIPAA COMPLIANCE AND PROTECTED HEALTH INFORMATION**

Utilizing the Services may require your sharing Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent regulations. PHI may be shared with First Air through the Platform or by other means. As the party directly sharing PHI with First Air or receiving PHI from First Air, you are responsible for ensuring that all of your communications involving PHI complies with HIPAA. This includes, but is not limited to, the HIPAA Privacy Rule and the HIPAA Security Rule. You are solely responsible for obtaining all necessary patient consents and authorizations and for maintaining the confidentiality and security of any PHI if sharing PHI on behalf of anyone other than yourself.. First Air is not liable for your non-compliance with HIPAA or for any unauthorized use or disclosure of PHI by you. First Air reserves the right to require you provide proof of consent of the authorization to share PHI on behalf of anyone other than yourself. For additional information regarding First Air's policy and use of PHI please consult the HIPPA section of our privacy notice at <https://firstair.org/privacy>.

## **14. TERM AND TERMINATION**

These Terms and Conditions shall remain in full force and effect while you use the Services and Platform. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND

WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES AND PLATFORM (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE PLATFORM OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **15. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change or modify the Services or change, modify, or remove the contents of the Platform at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on the Platform. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services or Platform.

We cannot guarantee the availability of the Services at all times. Aircraft availability, planned and unplanned maintenance, crew availability, crew rest requirements, fuel availability, international political and other issues, crew and client visa requirements, airport conditions and other factors may make it cost prohibitive or otherwise impossible for First Air to provide Services as requested. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by our inability to provide Services as requested, beyond the return of any deposit or payment made to us, provided that you, your circumstances, or actions are not the cause of our inability to provide the requested Services.

We cannot guarantee the Platform will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Platform, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Platform at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

## **16. GOVERNING LAW**

These Terms and Conditions and your use of the Services and Platform are governed by and construed in accordance with the laws of the State of Delaware applicable to

agreements made and to be entirely performed within the State of Delaware, without regard to its conflict of law principles.

## **17. DISPUTE RESOLUTION**

### **Binding Arbitration**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association (AAA) website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Virginia Beach, Virginia. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, or enter judgment on the award entered by the arbitrator. First Air and you mutually agree to be bound by the arbitrators decision and not to seek to appeal or challenge it in any court or other forum.

You acknowledge that your use of the Services and/or Platform constitutes your acceptance of the requirement that binding arbitration is the only permissible means of dispute resolution. If you do not agree with this you are expressly forbidden from using the Services and/or Platform. You agree that you will be liable to First Air for any costs we incur, including attorney's fees, if you challenge this provision in any court or other venue.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction below, and the Parties agree to submit to the personal jurisdiction of that court. If for the above or any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Virginia Beach, VA, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

### **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law,

- a. no arbitration shall be joined with any other proceeding;
- b. there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and
- c. there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## **18. CORRECTIONS**

There may be information on the Platform that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, aircraft specifications, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Platform at any time, without prior notice.

## **19. PLATFORM DISCLAIMER**

THE PLATFORM IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE PLATFORM WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PLATFORM AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE PLATFORM'S CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE PLATFORM AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY

1. ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS,
2. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE PLATFORM,
3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM,
5. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY,
6. ANY NONDELIBERATE VIOLATIONS OF HIPPA REGULATIONS OR SHARING OF PHI AND/OR
7. ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR OFFERED BY A THIRD PARTY AND ACCESSED THROUGH THE PLATFORM, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY

PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **20. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES OR PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **21. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, directors, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

1. use of the Services;
2. use of the Platform;
3. breach of these Terms and Conditions;
4. any breach of your representations and warranties set forth in these Terms and Conditions;
5. your violation of the rights of a third party, including but not limited to intellectual property rights; or
6. any overt harmful act toward any other user of the Platform with whom you connected via the Platform.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **22. USER DATA**

We will maintain certain data that you transmit to the Platform for the purpose of providing you with the Services, managing the performance of the Platform, as well as data relating to your use of the Platform. Although we perform regular routine backups of data, you are

solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Platform. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **23. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Platform, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Platform, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE PLATFORM. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **24. SMS TEXT MESSAGING**

### **Program Description**

First Air uses HIPPA compliant secure text messages to communicate critical information with our customers as well as to receive critical information from our customers including PHI. By becoming a customer of First Air, you expressly consent to receive text messages (SMS) to your mobile number.

### **Opting Out**

If at anytime you wish to stop receiving text messages from us please call us at (781) 664-9000. Your opting out of text messages may adversely impact our ability to provide you with the Services. If you opt out of text messages, if we determine your opting out of text messages is interfering with our providing you the Services we reserve the right to terminate your account.

### **Message and Data Rates**

Please be aware that message and data rates may apply to any SMS messages sent or received. The rates are determined by your carrier and the specifics of your mobile plan. For questions regarding message and data rates contact your mobile carrier.

### **Support**

If you have any questions or need assistance regarding our SMS communications, please email us at [info@firstair.org](mailto:info@firstair.org) or call at (US)(781) 664-9000.

## **25. CALIFORNIA USERS AND RESIDENTS**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of



Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **26. MISCELLANEOUS**

These Terms and Conditions and any policies or operating rules posted by us on the Platform or in respect to the Platform constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Services or Platform. You agree that these Terms and Conditions will not be construed against us by virtue of us having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

## **27. CONTACT US**

In order to resolve a complaint regarding the Services or Platform or to receive further information regarding use of the Services or Platform, please contact us at:

FirstAir, Inc  
7901 4th St. N, Ste 300  
St Petersburg, FL, 33702, USA  
Phone: (781) 664-9000  
Email: [info@firstair.org](mailto:info@firstair.org)