

## **Legal Fine Print**

### **TERMS OF USE**

#### **User Agreement**

Welcome to the Dynamic Aviation Group, Inc. Web site. These Terms of Use provide the terms and conditions for use and access of this Web site by you.

This Web site is sponsored by Dynamic Aviation Group, Inc. or its affiliates (“Dynamic Aviation”) as a service to its customers, shareholders and the general public. Access to and use of this Web site and any other Web site that is owned or operated by Dynamic Aviation are subject to the terms and conditions set forth in these terms of use. Reference to “this Web site” includes this Web site and any other Web site that is owned or operated by Dynamic Aviation. BY ACCESSING AND USING ANY PART OF THIS WEB SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND EXPRESSLY AGREE AND CONSENT TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS, PLEASE PROMPTLY EXIT THE WEB SITE.

#### **Copyright Notice and Ownership of Materials**

The materials displayed on this Web site, including, but not limited to, all written material, photographs, text, audio and video clips, software, illustrations, artwork and other graphic material, and names, logos, trademarks and service marks (“Materials”) are the property of Dynamic Aviation or its licensors and are protected by U.S. and International copyright, trademark and other intellectual property laws, and all rights are reserved worldwide. All software used on this Web site is the property of Dynamic Aviation or its software suppliers and is protected by the same laws, and all rights are reserved worldwide. Any Materials from this Web site may be displayed and printed solely for your personal, non-commercial use. You agree not to reproduce, modify, retransmit, distribute, disseminate, sell, publish, broadcast or otherwise use any material from this Web site without the express prior written consent of Dynamic Aviation. You must include on any copies of the Materials any and all legends, copyright, proprietary or other notices that appear on such Material or if no such legends or notices appear on such Material, then the following copyright notice must appear: “Copyright © 2013 Dynamic Aviation. All rights reserved worldwide.” Any product, process or technology described in this Web site may be the subject of other intellectual property rights reserved by Dynamic Aviation. Nothing contained under this Web site terms of use shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark or other intellectual property right of Dynamic Aviation or any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any Dynamic Aviation copyright. Any rights not expressly granted herein are reserved.

#### **Trademarks**

The Dynamic Aviation trademarks and service marks that appear on this Web site are the exclusive property of Dynamic Aviation and no use or other rights are granted with respect to these marks without the express, written approval of Dynamic Aviation. Additionally, logos, trademarks and service

marks of third parties may also appear on this Web site, and such are the exclusive property of their respective owners and no use or other rights are granted with respect to these trademarks without the express written approval of the trademark/service mark owner.

### **Disclaimer**

ALL MATERIALS IN THIS WEB SITE ARE PROVIDED "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DYNAMIC AVIATION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR OTHERWISE. DYNAMIC AVIATION DOES NOT WARRANT THAT THE WEB SITE OR THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEB SITE OR THE SERVER(S) THAT MAKES THIS WEB SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DYNAMIC AVIATION DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS WEB SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE MATERIALS ON THI WEB SITE ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. DYNAMIC AVIATION DOES NOT REPRESENT OR WARRANT THAT ANY MATERIAL IN THIS WEB SITE IS CORRECT, COMPLETE, OR UP-TO-DATE. DYNAMIC AVIATION MAY CHANGE OR DELETE MATERIAL ON THIS WEB SITE WITHOUT NOTICE AT ANY TIME. USE OF THESE MATERIALS IS AT THE USER'S OWN RISK. ELECTRONIC MAIL SENT TO THIS SITE ON THE INTERNET IS NOT SECURE, AND USERS SHOULD AVOID SENDING SENSITIVE OR CONFIDENTIAL INFROMATION IN UNENCRYPTED MESSAGES.

### **Limitation of Liability**

IN NO EVENT SHALL DYNAMIC AVIATION, ITS SUBSIDIARIES, AFFILIATES, AGENTS, REPRESETNATIVES OR LICENSEES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR ANY OTHER DAMEAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE, LOSS OF DATA OR INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES ARISING OUT OF USE OF ANY MATERIAL FROM THIS WEB SITE, OR ARISING OUT OF OR CONNECTED TO ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION CONTAINED IN THIS WEB SITE. IN NO EVENT SHALL DYNAMIC AVIAITON'S TOTAL LIABILITY FOR CALIMS, DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT PAID BY THE USER, IF ANY, FOR ACCESSING TIS WEB SITE.

### **Links to Third Party Web Sites**

As a convenience to you, this Web site may contain links to other resources or Web sites on the Internet ("Third Party Sites"). Third Party Sites are not under the control of Dynamic Aviation and Dynamic Aviation is not responsible for the content of any Third Party Sites. Dynamic Aviation reserves the right to terminate any link or linking program at any time. Links are provided as aids to help identify and locate other Internet resources of interest. They are not intended to state or imply that Dynamic Aviation sponsors, endorses or is affiliated or associated with the owners or publishers of such resources, or that Dynamic Aviation is legally authorized to use any trade name, trademark, logo, legal

or official seal, or copyrighted symbol that may be reflected in the Third Party Sites. If you decide to access any of the Third Party Sites linked to this Web site, you do so entirely at your own risk.

### **Jurisdiction and Applicable Laws**

Dynamic Aviation controls and operates this Web site and its contents from its offices within the United States. This Web site and its contents are governed by the federal laws of the United States and where applicable, the laws of the Commonwealth of Virginia, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Rockingham County, Virginia and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. By offering this Web site and its contents, no solicitation is made by Dynamic Aviation to any person or entity to access and/or use this Web site and its contents in jurisdictions where this Web site and/or its contents is/are prohibited by law. If you elect to access, browse and/or use this Web site and its contents from outside of the United States, you do so in your own initiative and you are responsible for compliance with local laws. You may not use or export any materials from this Web site in violation of U.S. export laws and regulations.

### **General**

Any information regarding houses or concepts for new products, process or product improvements, business strategies, product names or other technical or business concepts you provide at this Web site shall be deemed to be non-confidential. Dynamic Aviation shall be free to sue such information on an unrestricted basis.

Dynamic Aviation may revise these Web site terms of use at any time by updating this posting. You should visit this Web site from time to time to review the then-current Web site terms of use because they are binding on you. Certain provisions of the Web site terms of use may be superseded by expressly designated legal notices or terms located on particular pages at this Web site. You agree that accessing and using this Web site by you is the functional equivalent of your signature and you hereby waive any objection to electronic assent to this agreement, whether based on the Statute of Frauds or similar law, rule, or regulatory any provision of these terms shall be unlawful, void, or for any reason unenforceable, than that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

### **PRIVACY POLICY**

Welcome to the Dynamic Aviation Web site. This Privacy Policy describes the information collection procedures and use of such information by Dynamic Aviation Group, Inc. and its affiliates ("Dynamic Aviation"). When you visit our Web site, certain information is automatically sent to us from your browser. This includes an IP (Internet Protocol) address. We use IP addresses to analyze trends, administer the Web site, track users' movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information and only reveal that the IP address accessed our Web site.

### **Use of Cookies**

To improve your visit to our Web sites, we may use “cookies” to obtain non-personal information (cookies are text information files that are placed in your computers browser to store certain information and preferences that may enhance your browsing experience when you visit a Web site). We may aggregate this data to analyze the viewing habits of our Web visitors, but it will not be associated with any personally identifiable data.

### **Use of Personal Information**

Personally identifiable information is collected on this Web site when you register, communicate, or transact business on the Web site and may include your name, company name, address, e-mail address, phone number, and/or fax number. You are under no obligation to provide this information, but without it, we may not be able to provide you with the service or the information you request. You may choose to write to us, or fill out certain forms or online data requests, which provide your name, address, telephone number, e-mail address, or fax number, and related information. Dynamic Aviation uses this information to respond to your questions and requests. Dynamic Aviation may also use such data for market and consumer studies regarding product types and consumer preferences.

We will not sell, share or rent this information to others outside Dynamic Aviation except that we may share such information with third party vendors performing services for us. Only those who need the information to perform a specific function are granted access to personally identifiable information. We make a good faith effort to assure that the personally identifiable information you provide us remains private. All of the consumer and customer data collected by Dynamic Aviation is stored on a secured server to protect against unauthorized use and access. If you contact us regarding identity theft or some other form of unauthorized use, Dynamic Aviation may disclose pertinent information to law enforcement agencies and other third parties with responsibility and authority to investigate such a claim.

### **General**

All Dynamic Aviation Web sites are directed for use by persons 18 years and older. All users of Dynamic Aviation Web sites consent to this Policy. You may update or change information about yourself, or forward any other questions or concerns about this Policy by contacting Dynamic Aviation at (540) 828-6070. When you use this Web site, you consent to the collection and use of information by Dynamic Aviation as specified above.