

1. ACCEPTANCE OF TERMS

PilExOS owns and provides various Sites, services, and software that facilitate online booking of appointments (collectively, the "Services") via www.pilexos.com and/or its sub-domains, mobile sites, mobile applications (collectively the "Sites"). In these Terms of Service, we may refer to the applicable contracting entity, as specified in the 'Contracting Entity and Applicable Law' section, as "PilExOS," "us," or "we".

"You", "yourself", "Client" shall refer to any natural person or any legal entity and its authorized Users that subscribe or use the Services. PilExOS and the Client may be individually referred to as a "Party" and collectively referred to as the "Parties".

By creating the Account with PilExOS and accessing the Sites and the Services, you agree that you are authorized to accept the terms set forth below (the "Terms of Service", or "Service Agreement") on behalf of yourself or the entity that you represent. You represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity that you represent). Any and all use of the Services is subject to these Terms of Service. If you do not agree with all of the provisions of these Terms, do not access and/or use the Platform. By continuing to use the Services, you agree to be bound by these Terms of Service.

Modifications and changes to this Service Agreement

PilExOS reserves the right, at its sole discretion, to change, modify, update, add, or remove portions of the Terms of Service at any time, with or without notice to you. Please check these Terms of Service, available on the PilExOS Sites. Your continued use of the Services after the posting of any changes to the Terms of Service will signify your acceptance of those changes.

The parties acknowledge and agree that, by executing the Service Agreement, You enter into the Service Agreement on behalf of Yourself and, as applicable, in the name and on behalf of Your employees, representatives, consultants, contractors or agents who are authorized to use the Services for your benefit ("Authorized Affiliates"), thereby establishing a separate Service Agreement between PilExOS and each such Authorized Affiliate subject to this provision of the Service Agreement. Each Authorized Affiliate agrees to be bound by the obligations under this Service Agreement and the PilExOS Privacy Policy. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Service Agreement and any violation of the terms and conditions of the Service Agreement by an Authorized Affiliate

shall be deemed a violation by Client.

BY ACCEPTING THIS SERVICE AGREEMENT, EITHER BY (I) CLICKING A BOX INDICATING YOUR ACCEPTANCE; OR (II) BY CREATING A PiExOS ACCOUNT; OR (III) BY DIGITALLY OR MANUALLY SIGNING THIS SERVICE AGREEMENT, YOU AGREE TO THE TERMS OF THIS SERVICE AGREEMENT. IF YOU ARE ENTERING INTO THIS SERVICE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CLIENT" OR "CLIENTS" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS SERVICE AGREEMENT AND YOU MAY NOT USE THE SERVICE

It is your responsibility to use the Services properly and effectively. By using the Services, you warrant that you will use the Services only for the purposes advertised on the PiExOS Sites, that you are a valid business, applicant or Examiner desiring to use the Services to advertise your business and generate online appointments from End Users using the Services, and that any contact information you provide, such as email addresses and phone numbers, is valid and active contact information for you. Any breach of this section will result in termination of your account. We reserve the right to pursue any remedies available to us at law or in equity for any breach of this Section.

2. DEFINITIONS

- “Aggregate Data”: refers to the aggregate User Data, in anonymized form, solely for statistical purposes and for improving the functionality and operation of the Services.

- “PilExOS Data”: Proprietary Information of PilExOS which includes non-public information regarding features, functionality and performance of the Service.

- “Client”: means any natural person or any legal entity and its authorized Users that subscribe and use the PilExOS Services to reach out to their End Users.

- “Client Data”: Proprietary Information of Client which includes non-public, electronic data or information provided by Client to PilExOS to enable the provision of the Services, including but not limited to the information of Users and Client’s End Users, the reports and analyses provided to the Client, derived from its use of the Service.

- “Content”: Materials, including but not limited to text, software, data, images, graphics, photos, audio, audio-visual, videos, and content of any nature provided by PilExOS ("Content")

- ‘End User’: refers to End Users or end users of Clients who book appointments through the end user facing interface provided by PilExOS Sites. End Users sign this End User Agreement when they book appointments with the Client which governs their use of the Services and their legal relationship with the PilExOS Clients.

- “End User Account”: refers to the access account created for the End Users to interact with PilExOS Clients. Terms related to creation and use of such End User Account is provided.

- “User”: means individual employees or agents of Client who are authorized by Client to use the Service on its behalf.

3. SCOPE OF SERVICE AGREEMENT

These Terms of Service cover your use of the Services, including, but not limited to, the process by which consumers book appointments with you as well as your management of such appointments through the Services, and you agree that these Terms of Service apply to your use of the Services. By using the Services, you also consent and agree to the terms of the [Privacy policy](#), and all other PiExOS legal policies applicable to you, as stated in this Service Agreement.

4. DIRECT RELATIONSHIP BETWEEN PiExOS CLIENTS AND END USERS

End User agrees that apart from their limited use of PiExOS Sites to book appointments with PiExOS Clients under this End User Agreement, there is no direct or legal relationship between PiExOS and End User. All settlement with respect to all the payments/refunds/cancellations of services that PiExOS Client or Clients are extending to the End User shall be managed directly between PiExOS's Clients and such End User in accordance with the terms and conditions agreed upon between PiExOS's Clients and such End User.

PiExOS shall bear no responsibility whatsoever with regards the commercial or legal relationship between PiExOS Clients and End Users.

5. CHANGES TO THE SERVICES

PiExOS has the right to change or modify, upgrade, add to, or discontinue the Services or any portion or feature thereof at any time without notice. PiExOS also reserves the right to assign any rights, licenses, or obligations arising out of or relating to these Terms of Service without restriction.

6. REGISTRATION

You must register to access and use the Services. If you are registering on behalf of a company, examiner, or applicant, by registering you agree that you have the

requisite authority to register on behalf of such company or applicant. The email address you provide during your registration will be the login for your PilExOS account. Each account must have a unique email address and you agree that you shall not attempt to create more than one account under the same email address.

You represent that any information you provide during registration or at any time thereafter is true, accurate and complete and that you will update all such information as necessary to maintain its truth, accuracy and completeness. Failure to do so shall constitute a breach of these Terms of Service. You shall be responsible for maintaining the confidentiality of your password, and will be solely liable for all actions taken via your account and under your password, whether or not made with your knowledge or authority. You further agree that any credit card or payment gateway information you provide during registration or at any time thereafter is valid and that you have authority to authorize payments from such credit cards or accounts.

By registering, you agree that you will use the Services only for the purposes advertised on the PilExOS website or in other marketing material published by PilExOS, that you are a valid business or Examiner desiring to use the Services to advertise your business and generate online appointments from consumers using the Services, and that any contact information you provide, such as email addresses and phone numbers, is valid and active contact information for you.

7. THE PilExOS ADVERTISING NETWORK

In order to maximize the exposure of your business online and the number of appointments booked through the Services, PilExOS may, at our sole discretion, enter into Service Agreements with third party Sites and businesses, create a profile page for your business on the PilExOS website or on third party Sites, optimize any current or future Internet listings for your business to take advantage of search engine marketing, lead generation or social networking opportunities, and perform any other acts we deem appropriate to increase traffic and use of the Services (the "PilExOS Marketing Actions").

The "PilExOS Advertising Network" will include any and all search engine marketing, lead generation or social networking that PilExOS undertakes on your behalf or to promote the Services and generate traffic to increase the number of bookings made through the Services, including but not limited to marketing and advertising affected through any of the PilExOS Marketing Actions.

From time to time, at its sole discretion, PilExOS may make specific offers to you to participate in the PilExOS Advertising Network. The terms and conditions of these offers will be available to you at the time of the offer and acceptance of the offers will be at your discretion.

8. FEES; PAYMENT TERMS

You agree to pay all charges as set forth on the PilExOS website and/or in these Terms of Service based on bookings. You agree that the address and email address you provide in your account settings are valid business addresses and that PilExOS may invoice you at such addresses or through other electronic or facsimile communications.

Any charge invoiced to you by PilExOS is exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on PilExOS's income. All fees paid to PilExOS by you pursuant to these Terms of Service are nonrefundable unless requested by the Examiner for reasons out of their control.

PilExOS reserves the right, at any time and at its discretion, to change any fees and any other pricing terms. Any changes shall be posted on the PilExOS website and will be effective immediately.

9. PAYMENT AUTHORIZATION

Should PilExOS require a subscription at some point for Examiners, Applicants, or Flight Schools, PilExOS will charge the credit card on file on a monthly basis, in advance, for all amounts due to PilExOS. Each payment shall set forth the fees to be incurred by you in the forthcoming month for the Subscription Term.

“Subscription Term” means, the period stated during which Client subscribes to the Services.

PilExos will require a booking fee for every booked appointment and shall be paid by the End User.

By providing a credit card or any other payment information either during registration or at any time thereafter, you warrant that such credit card or

payment gateway is good and valid, and you authorize PiExOS to charge such credit card or payment gateway for amounts due under the PiExOS Invoices.

10. NONPAYMENT

If, for whatever reason, PiExOS charges your credit card or payment gateway pursuant to Section 7, above, and the payment does not go through, PiExOS reserves the right to suspend your access to the Services. If you fail to pay the applicable invoice within 10 days of the date of suspension, or to otherwise negotiate a payment plan for all amounts then due, PiExOS reserves the right to cancel your account. In the event PiExOS cancels your account for non-payment, all amounts due and unpaid from you to PiExOS for use of the Services shall become immediately due and payable. In the event of non-payment and the exhaustion of the procedures set forth in this section, PiExOS reserves the right to seek payment using any remedies allowed to it by law.

11. DISPUTED CHARGES

If you wish to dispute any charge invoiced to you by PiExOS, you agree to submit the disputed charge to us no later than five (5) business days after the disputed charge has been charged to your credit card or payment gateway. You may submit a disputed charge by contacting us by email, support@pilexos.com. We agree to review your message and work with you to find a timely solution.

12. ELECTRONIC COMMUNICATIONS

PiExOS reserves the right to contact you from time to time for feedback about the Services and for service and support related issues. We reserve the right to contact you through e-mail, facsimiles, text or voice messages, or notices posted on the PiExOS Sites. Notices will be deemed effective at the time they are sent by PiExOS or as of date they are posted, regardless of whether you actually read any such notices.

You may opt-out of receiving notifications regarding appointments through the Services by logging into your account and changing the notification settings; opting-out of such notifications, however, will limit the effectiveness of the

Services. You may not opt-out of receiving notifications relating to support of the Services or other notices as required by law.

You consent that any emails, surveys, other information or feedback you provide to PilExOS through the Services or via any other medium, except for Personally Identifiable Information or Personal Data, as defined in the PilExOS Privacy Policy, can be used by PilExOS in any manner, including but not limited to for testimonials, reviews and ratings on PilExOS or third party Sites.

13. INTELLECTUAL PROPERTY

We grant you a license to use the Services in accordance with these Terms of Service. You agree not to use, copy, modify, reformat, rent, lease, lend, frame, create derivative works, publicly display, download, store, reproduce, transmit, provide links to, republish, upload, post, reprocess, make commercial use of, or distribute the Services. We reserve all rights not expressly granted in these Terms of Service.

We retain all rights in and to, including without limitation, the copyrights, patents, and trade secrets, trademarks or service marks contained in or relating to the Services (collectively the "PilExOS Intellectual Property") that are the exclusive property of PilExOS and/or its licensors. We do not transfer any rights in or to the PilExOS Intellectual Property to you. Neither Party will acquire any right, title or interest in any Intellectual Property belonging to the other Party.

Content of the Services that incorporates or includes any of the PilExOS Intellectual Property may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of PilExOS or the rightful owner, as applicable.

14. CONFIDENTIAL INFORMATION

Each Party understands that the other Party has disclosed or may disclose business, technical or financial information relating to the other Party's business. Either Party will not disclose or use any Confidential Information of the other Party except: (a) as reasonably necessary to perform its obligations or exercise any rights granted pursuant to this Service Agreement; (b) with the other Party's prior written permission; or (c) to the extent required by law or order of a court or other governmental authority or regulation. Each Party agrees to protect the

other Party's Confidential Information in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a commercially reasonable standard of care. Confidential Information will not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the disclosing Party; (b) was known to a Party prior to its disclosure by the other Party without breach of any obligation owed to the other Party; (c) was independently developed by a Party without breach of any obligation owed to the other Party; or (d) was or is received from a third party without breach of any obligation owed to the other Party. For clarity, nothing in this Section will restrict PilExOS with respect to PilExOS Data or Aggregated Data.

15. CLIENT RESPONSIBILITIES

General: Examiners are responsible for ensuring that you can fulfill all appointments made through the Services and for communicating changes directly to your End Users. You are responsible for all activity occurring during your use of the Services, including that of your End Users. All such activity must comply with all terms laid out herein and any applicable Order Form and any applicable local, state, national and international laws, regulations and treaties (collectively "Laws") governing your use of the Services, including all applicable Laws relating to export restrictions, data privacy, international communications and transmission of technical or personal data. You are responsible for managing availability for the online booking of appointments including settings for staff and services, bookable days and times for staff and services, and lead times as may be appropriate to prevent double-bookings and other events which would adversely affect your End Users and their experience with the Services. You are responsible for reviewing your online appointments often and regularly. If you cannot honor any appointment made through the Services, you agree to promptly communicate such change to the relevant End Users.

Responsibilities for the Users: The Client is responsible for Users compliance with this Service Agreement. The Client shall: (i) be solely responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data (ii) use reasonable efforts to prevent unauthorized access or use of the Services, including the use of associated User Accounts, by employees, Users, and any third parties; (iii) use the Services and Content only in accordance with these terms and all attached or incorporated Order Forms; (iv) notify PilExOS within twenty-four (24) hours of any unauthorized use or any other known or suspected breach of security pertaining to the Service or the Content; and (v) use reasonable efforts to immediately stop any copying or distribution of Content that is known or suspected by the Client, its employees,

third parties or its Users.

Restrictions: You may not use the Services in any manner that is illegal or harmful to the Services. Among other restrictions, you agree that you shall not, nor shall you allow any third party to:

- Use the Services through unauthorized interfaces or protocols;
- Transmit information that infringes the rights of others or is abusive, pornographic, violent, racist, discriminatory, offensive, vulgar, obscene, defamatory, invasive of personal privacy, harassing, threatening, or otherwise objectionable;
- Translate, reverse-engineer, decompile, disassemble, modify, or make derivative works from the Services or Services software (accept as applicable law expressly permits);
- Remove, obscure or alter any notices or indications of rights in or to the PiIExOS Intellectual Property;
- Interfere with, or attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from any PiIExOS servers;
- Take any action that imposes an unreasonable or large load on our infrastructure;
- Upload invalid data, viruses, worms, or other harmful software to the Services;

- Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Services, unless expressly permitted by PiExOS;
- Use the Services in a way that disables the Services or prevents or inhibits anyone from using the Services; or
- Impersonate any person or entity in order to use, or through use of, the Services.

Explanation

You are only allowed to use the Services in accordance with this Service Agreement. You are not permitted to attempt to modify or reverse-engineer the product. You are also not permitted to sell, resell, transfer or sublicense it to a third-party. You promise to not use PiExOS in an illegal or harmful manner.

16. CLIENT DATA OBLIGATIONS

- Client is solely responsible for collecting, inputting and updating all Client Data while using the Services and is responsible for its accuracy, quality, integrity, legality, reliability, appropriateness. Client shall ensure that the Client Data does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious.

- PilExOS does not own Client Data submitted. PilExOS is not responsible or liable for the deletion, correction, destruction, damage, loss, or failure to store any Client Data. You agree to indemnify and hold PilExOS harmless from any damage, loss, claim, complaint (legal or End User specific), demand, or cause of action for any issue arising from Client Data, deletion, damage, use or misuse, except to the extent that PilExOS is solely responsible for deletion or damage not related in any way to Client's breach of the Service Agreement.

- Downloading Client Data during the Services and post termination of Account:

The Services enable you to download the Client Data during the term of the Subscription in a structured, commonly used, and machine-readable format, by way of the requesting such copy from Us with a written notice. You acknowledge and agree that PilExOS has no obligation to retain Client Data after termination of this Service Agreement for any reason. No later than one hundred and eighty (180) days from termination of this Service Agreement for cause or no cause, PilExOS will delete and remove all Client Data without liability. Upon termination for cause, Your right to access or use your Client Data and the Services immediately and automatically ceases.

You grant PilExOS the right to aggregate User Data, in anonymized form, solely for statistical purposes and for improving the functionality and operation of the Services.

When using the Services, you may be exposed to User Submissions from a variety of sources, and PilExOS is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions, which may be inaccurate, infringing, offensive, indecent, or objectionable.

- Personally identifiable information (PII) in Client Data
Personally identifiable information in Client Data: Client hereby acknowledges and agrees PilExOS's performance of this Service

Agreement may require PilExOS to process, transmit and/or store Client PII Data or the personal data of Client employees. By submitting such personal data to PilExOS, Client agrees that PilExOS may process, transmit and/or store personal data only to the extent necessary for enabling PilExOS to perform its obligations under this Service Agreement. In relation to all such personal data provided by or through Client to PilExOS, Client will be responsible as data controller and PilExOS will be responsible as a data processor (or any equivalent nomenclature used to convey the role of a data controller or a data processor respectively) for complying with all applicable data protection or similar laws that regulate the processing of personal data.

Client acknowledges and agrees that it is Client's obligation to inform Client's End Users of the processing of Client Data pursuant to this Service Agreement and to ensure that such End Users have given any necessary consent to such processing as required by all applicable data protection legislations.

Client is solely responsible for determining the purposes and means of processing such personal data by PilExOS under this Service Agreement, including that such processing according to Client's instructions will not place PilExOS in breach of applicable data protection legislations.

PilExOS will process Client Data in accordance with its Privacy Policy and applicable data protection legislations. PilExOS uses appropriate technical and organizational measures in the platform to protect the Client Data from unauthorized access, processing, loss, or disclosure.

17. DMCA NOTICE

PilExOS believes in preventing and deterring unauthorized infringement of copyrighted materials. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement or that there is infringing material available through the Services, please notify PilExos's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the PiExOS website;
- Information reasonably sufficient to permit PiExOS to contact you, such as your full name, address, telephone number, and e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

18. The above information must be submitted to support@pilexos.com

19. LINKS TO THIRD PARTY SITES

You may encounter hypertext links to Sites operated by parties other than PiExOS during your use of the Services and on the PiExOS website. PiExOS does not control such Sites and is not responsible for nor can guarantee the

content of such Sites. Unless otherwise explicitly stated, the inclusion of any hypertext links to such Sites in the Services or on the PiExOS website does not imply any endorsement by PiExOS of the material on such websites or any association with their operators. You further acknowledge and agree that, PiExOS shall not be responsible or liable, directly or indirectly for any damage or loss caused or alleged to be caused by in connection with use or reliance on any such content, services available on or through any such site and resource.

20. PiExOS INTEGRATION

PiExOS proprietary computer software applications that are hosted by PiExOS or are downloaded by the Client or its Users, and allow connection between non-PiExOS software applications and the Service. Some Integrations are free "plug-ins" and others are fee-based ("Integrations"). PiExOS either owns all right, title, and interest in and to the Integrations, or it may license the rights. Some Integrations, in the sole discretion of PiExOS, are offered free of charge to the Client and some Integrations must be licensed by the Client as add-on services under the Subscription, for an additional fee.

The Client acknowledges and agrees that PiExOS, simply by virtue of the Client licensing or using an PiExOS Integration, does not make PiExOS a party to any relationship among the Client, its Users, and the entity providing any such third-party software application with which the Integrations interoperates. Any claim brought pursuant to such a relationship will fall under the right of PiExOS to be indemnified by the Client for any claim brought by a third party in accordance with this Service Agreement.

By using an Integration, the Client instructs and grants permission to PiExOS to allow the entity providing any such third-party software application with which the Integration interoperates to access Client Data as required for the interoperation of such third-party software application with the Service. PiExOS is not responsible for any disclosure, modification, deletion, or other processing of Client Data resulting from access by the entity providing such third-party software application.

21. PAYMENT INTEGRATION

If the Client elects to utilize the Payment Gateway integration feature(s) of the

Services, then the following additional terms shall govern the Client's use of such feature(s).

Where the Service interoperates with the Client's Payment Gateway account, PiExOS is not a party to any transaction(s) between Payment Gateway and the Client. PiExOS does not process payment cards or other financial data associated with such transaction(s). PiExOS is not responsible for the security of any payment card data submitted to the Service by third parties. The Client is advised to read the Terms of Service of the Payment Gateways there in

22. DATA PROTECTION

PiExOS agrees to implement and maintain appropriate and commercially reasonable technical, physical, and administrative security controls reasonably designed to protect the confidentiality, integrity and availability of Client Data.

Data Processing Service Agreement

This Service Agreement also includes the PiExOS Business Data Processing Service Agreement (DPA) which is incorporated herein by reference. By agreeing to these terms, you also agree to the terms of the DPA. You may opt out of the DPA in its entirety. To opt out, contact PiExOS. If you choose to opt out of the DPA, you will be prohibited from using the Services to process data regulated by the General Data Protection Regulation of the European Union (GDPR).

Explanation

By accepting this Service Agreement, you also agree to our Data Processing Addendum. You can opt out of the Data Processing Addendum by contacting us. If you opt out, you cannot use our Services to process personal information governed by European privacy laws. If PiExOS becomes aware of any actual unlawful or unauthorized loss, disclosure, alteration of, or access to Client Data processed in the Services (each a "Security Incident"), PiExOS will promptly notify you of each Security Incident and take reasonable steps to mitigate the effects of the Security Incident(s).

Explanation

We will notify you if there is a security incident involving your data.

You agree that PilExOS may make Client Data available to vendors assessed, approved, and engaged by PilExOS who can competently provide services to PilExOS and be trusted with access to limited Client Data as necessary in order to fulfill one or more specific functions within the Services ("Trusted Vendors"), who are engaged by PilExOS for the specific, limited purpose of helping to provide the Service. Trusted Vendors are bound by data security and privacy covenants no less restrictive than those contained in this Service Agreement.

Trusted Vendors are approved on a case-by-case basis, are obligated to comply with industry-standard security frameworks or pass a security evaluation, and agree to confidentiality covenants no less restrictive than those contained in this Service Agreement. Trusted Vendors may be located in countries outside of the United States, including countries which the European Commission has not found to provide an adequate level of data protection in national law.

23. COMPLIANCE WITH LAWS

At all times, you shall comply with:

- All Laws. All local, state or federal laws, statutes, rules, regulations, or orders, including any Laws governing the use, sale, and/or distribution of alcohol, and any Laws governing gift cards, coupons, and/or gift certificates; and,
- Unfair Competition Laws. All laws that prohibit false, deceptive or unfair advertising or disparagement; and
- Intellectual Property Laws. All laws regarding the copyright, trademark, or other intellectual property rights or rights of privacy or publicity of any third party; and,
- Gift Card, Gift Certificate and Abandoned Property Laws. All applicable laws, including the Credit Card Act of 2009 and any state or local laws governing the imposition of expiration dates, service

charges, dormancy fees or other terms and conditions of the Order. You shall allow the Consumer to use the Order for Services with You for the amount paid by Consumer for the Order (i.e. the cash or redemption value of the Order) for the applicable term specified under applicable state or federal laws and shall allow redemption refund of the amount paid for the Order as required by applicable state or federal laws. To the extent required by applicable escheat or abandoned or unclaimed property laws, You shall be solely responsible for and agree to report and pay over to the applicable local, state or federal governmental agency any unredeemed cash value of any Order issued under this Service Agreement. You are responsible for keeping track of the cash amount paid by the Consumer for the Order and any unredeemed balance of that cash amount to ensure compliance with this Service Agreement. Furthermore, you agree that so long as an appointment is made for services before the expiration date of the Order, the Order will be fully honored without restriction even though the services may be completed after the expiration date.

24. TERMINATION

You may terminate your PiExOS account by stopping the use of the Services. The fee paid by you till date for the Services will not be refunded.

Either Party may terminate the Service Agreement for cause (i) upon thirty days written notice to the other party of a material breach and if such breach remains uncured at the expiration of such period, the non-defaulting party shall terminate the Service Agreement with immediate effect or (ii) with immediate effect if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Upon termination of your use of the Services for any reason, all of your rights to access and use any and all parts of the Services shall immediately terminate. In the event of such termination, you agree to remove any and all Content from all of your hard drives and any other storage media and to destroy all copies of the Content in your possession.

25. OUR RESPONSIBILITIES

Subject to the terms and conditions laid out herein, PiExOS agrees (i) to provide the Service to the Client and grants to the Client a limited, non-exclusive, non-transferable, non-sublicensable, revocable, worldwide license to use the Services, according to the terms and conditions of all included Subscriptions, solely for the Client's own business purposes; and (ii) We may provide to the Client commercially reasonable technical support via telephone and email As defined in the Client's Subscription Plan.

PiExOS is not obligated to provide assistance or support to you, including error corrections, upgrades, support, updates, bug fixes, enhancements, or other types of support. You agree that PiExOS has no liability or responsibility for the storage or deletion of any User Submissions. PiExOS reserves the right, but not the obligation, to remove any User Submissions at its discretion and/or terminate a user account without giving an explanation or cause. We may monitor your use of the Services, to the extent permitted by law, to ensure compliance with these Terms of Service, satisfy legal requirements, or protect our rights and the rights of others.

26. INDEMNIFICATION

The Client shall indemnify and hold PiExOS and its parent organizations, Affiliates, subsidiaries, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney's fees and costs such as expert witness costs, witness costs and the like) arising out of, or in connection with (i) claims alleging that use of the Client Data infringes the rights of, or has caused harm to, a third party; (ii) a claim which, if true, would constitute a violation by the Client of the Client's representations and warranties above, or (iii) a claim arising from the breach by the Client or the Client's users of this Service Agreement, provided in any such case that PiExOS (a) gives written notice of the claim promptly to the Client; (b) gives the Client sole control of the defense and settlement of the claim (provided that the Client may not settle or defend any claim unless the Client unconditionally releases PiExOS of all liability without requirement of any type of payment and such settlement does not affect PiExOS's business or Service); (c) provides to the Client all available information and reasonable assistance; and (d) has not compromised or settled such claim.

Explanation

If we are sued by another party as a result of something you've done, you'll cover the costs.

27. SOLE REMEDY

Your only remedy for any dispute with PiExOS is to stop using the Services.

28. CONTRACTING ENTITY AND APPLICABLE LAW/ JURISDICTION

For this Service Agreement, you are contracting with PiExOS, LLC. and this Service Agreement is governed by the laws of the State of Florida, U.S.A. without reference to conflicts of law principles. For contracts with PiExOS, LLC., both parties consent to the exclusive jurisdiction and venue of the federal or state courts in the City of Miami, Florida, U.S.A. for all disputes arising out of or relating to the use of the Services.

Each party hereby consents to the exclusive jurisdiction of such courts. To the extent permitted by applicable law, each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

29. ENTIRE SERVICE AGREEMENT / TRANSLATION / INTERPRETATION

These Terms of Service, other PiExOS legal policies as posted on the PiExOS Sites, and any operating rules for the Services established by PiExOS constitute the entire Service Agreement between PiExOS and you regarding your use of the Services. If any provision of these Terms of Service should be held illegal or unenforceable by a court with jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from these Terms of Service if no such modification is possible, and the other provisions of these Terms of Service shall remain in full force and effect. The section headings used are for convenience only and shall not be given any legal significance.

30. EXPLANATORY PARAGRAPHS

This Service Agreement may be accompanied by explanatory glosses (the "Explanatory Paragraphs") that attempt to simplify and summarize the language used herein. The Explanatory Paragraphs that may be found throughout this Service Agreement are for reference and administrative purposes only, are not incorporated into this Service Agreement, and shall not affect the interpretation of this Service Agreement.

In the event of any conflict between the provisions of this Service Agreement and the Explanatory Paragraphs, this Service Agreement shall control.

PilExOS is not a law firm and does not provide legal advice. The Explanatory Paragraphs are not intended as legal advice and should not be relied upon as such by the Client. PilExOS shall not be liable for any damages caused by the Client's reliance upon the Explanatory Paragraphs or failure to seek appropriate legal assistance before accepting this Service Agreement.

Explanation

This text that you are reading, which is a simplified version of the subscription Service Agreement, is just to help make it easier for you to understand the subscription Service Agreement. It is not technically part of the Service Agreement itself. To ensure that you understand all the terms of this Service Agreement, we highly recommend that you read the full subscription Service Agreement yourself and/or get legal advice from an attorney. It is the full text of the subscription Service Agreement – not these simplified explanations – that ultimately defines our relationship, and our respective rights and obligations to each other.

31. NO WAIVER

A lack of enforcement will not result in waiver of any term. Also, no waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent default.

32. WARRANTY DISCLAIMER

The Services are provided "AS IS," "WITH ALL FAULTS," and "AS AVAILABLE." YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. PiExOS does not guarantee that users will be able to access the Services at all times or places, that PiExOS will have adequate capacity for all users, OR THAT THE SERVICES WILL BE OPERABLE with your equipment. TO THE FULLEST EXTENT PERMITTED BY LAW, PiExOS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, including implied warranties of merchantability, suitability, quality, accuracy, fitness for particular purposes and non-infringement. PiExOS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT OF ANY SITES LINKED TO THE SERVICES. PiExOS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICES PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY LINKED WEB SITE OR FEATURED IN ANY ADVERTISING, AND PiExOS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.

You are solely responsible for compliance with all applicable local law.

33. LIMITATION OF DAMAGES AND LIABILITY

PiExOS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, WILL NOT BE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF SERVICES CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES OR INTEROPERABILITY PROBLEMS, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT, (VII) USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, (VIII) YOUR USE, OR INABILITY TO USE, ANY PORTION OF THE SERVICES OR FOR ANY LOSS OR DAMAGE OF ANY KIND (INCLUDING YOUR DATA) INCURRED AS A RESULT OF YOUR USE OF THE SERVICES, WHETHER

BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

Explanation

These are the limits of legal liability we may have to you.

PilExOS TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT OF LAST PAYMENT MADE BY YOU FOR THE SERVICES THAT CAUSED SUCH DAMAGE.

Explanation

PilExOS liability to you for any damages will be limited to the last payment you made to PilExOS.

User Service Agreement

PilExOS, LLC.

Please review this user Service Agreement carefully.

For any questions or doubts or disputes regarding the End User Agreement, End Users can contact PilExOS at support@pilexos.com.