

# ODYS WEBSITE TERMS OF USE

*Last revised on September 4, 2025.*

These Terms govern your access to and use of our website located at [www.odysaviation.com](http://www.odysaviation.com), including all data, content, and functionality thereon (collectively, the “Website”), which is operated on behalf of Odys Aviation, Inc. (“Odys,” “we,” or “us”).

**Please read these Terms carefully, as well as our Privacy Policy located at [www.odysaviation.com/privacy](http://www.odysaviation.com/privacy) , as they include important information about your legal rights. By accessing and/or using the Website, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Website.**

For purposes of these Terms, “you” and “your” means you as the user of the Website. If you use the Website on behalf of a company or other entity, then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

## **Important Notice Regarding Arbitration**

**Please note that Section 8 contains an arbitration clause and class action waiver. By agreeing to these Terms, you agree (a) to resolve all disputes with us through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and (b) that you waive your right to participate in class actions, class arbitrations, or representative actions. You have the right to opt-out of arbitration as explained in Section 8.**

### **1. Who May Use the Website?**

You may use the Website if you are 18 years or older (or the legal age of majority in your jurisdiction) and capable of forming a binding contract with Odys. By using the Website, you represent and warrant that you meet these requirements.

## **2. Ownership**

The Website and all of its content (“Content”), including all copyrights, patents, trademarks, service marks, trade names, and all other intellectual property rights therein (“Intellectual Property”), are owned or controlled by us and/or our licensors. All right, title, and interest in and to the Website, Content, and Intellectual Property is the property of us and/or our licensors, and is protected by copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws. We and our licensors reserve all rights in connection with the Website, Content, and Intellectual Property, including the exclusive right to create derivative works.

## **3. Rights We Grant You**

**3.1 Rights.** Subject to your compliance with these Terms and the use restrictions described below, Odys hereby grants to you, a limited, non-assignable, non-sublicensable, non-transferable, and non-exclusive right to access and use the Website, Content, and Intellectual Property solely for your personal and non-commercial purposes. Such rights shall automatically terminate upon any violations.

**3.2 Restrictions.** You may not do any of the following, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so: (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Website; (b) duplicate, decompile, reverse engineer, disassemble or decode the Website (including any underlying idea or algorithm), or attempt to do any of the same; (c) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Website; (d) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Website; (e) exploit the Website for any commercial purpose; (f) access or use the Website in any manner that could disable, overburden, damage, disrupt or impair the Website or interfere with any other party’s access to or use of the Website or use any device, software or routine that causes the same; (g) attempt to gain unauthorized access to, interfere with, damage or disrupt the Website or the computer systems or networks connected to the Website; (h) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or Content protections of the Website; (i) use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, “mines,” scrapes or otherwise accesses the Website to monitor, extract, copy or collect information or data from or through the Website, or engage in any manual process to do the same; (j) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems; (k) use the Website for illegal, harassing, unethical, or disruptive purposes; (l) violate any applicable law or regulation in connection with your access to or use of the Website; or (m) access or use the Website in any way not expressly permitted by these Terms.

**3.3 Reservation of Rights Not Granted.** These Terms include only narrow, limited grants of rights to use and access the Website, Content, and Intellectual Property. No other right or license may be construed otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY US AND OUR LICENSORS. Any unauthorized use of the Website, Content, or Intellectual Property for any purpose is prohibited.

#### **4. Content You Submit**

You grant us a non-exclusive, unrestricted, unconditional, unlimited, irrevocable, perpetual, worldwide, transferable, royalty-free, and fully paid right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple tiers), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of any material or information you submit to us on or via the Website, and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same, all without any obligation to you not required by applicable law, or explicit terms of our Privacy Policy.

#### **5. Disclaimers**

The following disclaimers are made on behalf of Odys, its subsidiaries, affiliates, successors and assigns, and each of their respective officers, directors, employees, agents, shareholders, and representatives. YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE WEBSITE IS PROVIDED TO YOU ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE DO NOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE WEBSITE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT YOUR USE OF THE WEBSITE WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, OR ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS, THAT ANY DEFECTS IN THE WEBSITE WILL BE CORRECTED, OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DISCLAIM LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, CONNECTIVITY AND AVAILABILITY OF THE WEBSITE. WE ARE NOT RESPONSIBLE FOR ANY RESULTS OR ADVICE PROVIDED VIA THE WEBSITE, AND DISCLAIM ALL LIABILITY WITH RESPECT THERETO.

#### **6. Limitation of Liability**

NEITHER ODYS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ODYS OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL ODYS' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE WEBSITE EXCEED ONE HUNDRED US DOLLARS (\$100.00).

## **7. Indemnification**

To the extent permitted by law, you agree to indemnify, protect and hold Odys and its subsidiaries, affiliates, successors and assigns, and their respective officers, directors, employees, agents, representatives, and service providers harmless from any and all claims, demands, damages, suits, losses, liabilities and causes of action (including without limitation, the cost of defense, attorneys' fees, as well as the payment of any final judgment rendered against or settlement agreed upon by Odys or its subsidiary and/or affiliated companies) arising directly or indirectly from, as a result of, or in connection with: (i) content you submit to us on or via the Website; (ii) your failure to comply with any of these Terms; (iii) your violation of any applicable laws, rules, or regulations related to your use of the Website; and (iv) your use of the Website. Odys will provide notice to you of any such claim, suit, or proceeding. Odys reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and you agree to cooperate with any reasonable requests assisting Odys' defense of such matter. You may not settle or compromise any claim against the indemnified parties without Odys' written consent. If you are a California resident, you waive California Civil Code Section 1542, which states that: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or releasing party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

## **8. Arbitration and Class Action Waiver**

**8.1 Pre-Arbitration Dispute Resolution.** You agree that in the event of any dispute between you and Odys, you will first contact Odys (at [legal@odysaviation.com](mailto:legal@odysaviation.com)) and make a good faith effort to resolve the dispute.

**8.2 Arbitration Agreement and Class Action Waiver.** If the above efforts are unsuccessful, any remaining dispute, controversy, or claim (collectively, “Claim”) relating in any way to your use of the Website will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and Odys agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the “JAMS Rules”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and Odys are each waiving the right to trial by jury or to participate in a class action or class arbitration. Notwithstanding the foregoing, you and Odys will have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your Claim in “small claims” court, but only if your Claim qualifies, your Claim remains in such court and your Claim remains on an individual, non-representative, and non-class basis.

**8.3 Costs of Arbitration.** Payment for any and all reasonable JAMS filing, administrative and arbitrator fees will be in accordance with the JAMS Rules. If the value of your Claim does not exceed \$10,000, Odys will pay for the reasonable filing, administrative, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your Claim or the relief sought was frivolous or brought for an improper purpose.

**8.4 Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**8.5 Opt-Out.** You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to [legal@odysaviation.com](mailto:legal@odysaviation.com) or to the U.S. mailing address listed in Section 9.9 “Contact Us.” The notice must be sent to Odys within thirty (30) days of you agreeing to these Terms, otherwise you shall be bound to arbitrate disputes in accordance with these Terms. If you opt-out of these arbitration provisions, Odys also will not be bound by them.

## **9. General Provisions**

**9.1 Updates to These Terms.** We may modify these Terms from time to time in which case we will update the “Last Revised” date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view

any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Website after the modifications have become effective will be deemed your acceptance of the modified Terms.

**9.2 Termination of Rights.** If you breach any of the provisions of these Terms, all rights granted by Odys will terminate automatically. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect notwithstanding any termination of this Agreement by Odys or you. Termination will not limit any of Odys' other rights or remedies at law or in equity.

**9.3 Severability.** If any provision of these Terms is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms, and the invalidity of that provision will not affect the validity or enforceability of the remainder of these Terms.

**9.4 Assignment.** We may assign our rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without our prior written consent.

**9.5 No Waiver.** No failure or delay by either party in exercising any of its rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy. Further, no waiver or modification of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

**9.6 Governing Law.** These Terms are governed by the laws of the State of California, without regard to conflict of laws rules.

**9.7 Jurisdictional Issues.** The Website is operated by us in the United States. Odys makes no representation that the Website is appropriate or available for use in your jurisdiction. If you choose to access and use the Website from locations outside the United States, you do so on your own initiative and are responsible for compliance with any applicable local, state, and federal laws, rules, and regulations.

**9.8 California Residents.** If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Website of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

**9.9 Contact Us.** You may contact us regarding the Website or these Terms at: 3280 Airflite Way, 2<sup>nd</sup> Floor, Long Beach, CA 90807 or by email at [info@odysaviation.com](mailto:info@odysaviation.com).

