

McGee Air Services Website Terms of Use

Updated and Effective Date: These Terms of Use are effective as of March 1st, 2026.

These Terms of Use (“**Terms**”) apply to our website www.mcgeearservices.com and any other websites, applications, features, products or services owned or operated by McGee Air Services (“**McGee**”, “**we**”, or “**us**”) that post a valid link to or include these Terms (collectively, the “**Site**”). **Important! Please carefully read these Terms before using the Site, as they affect your legal rights and obligations. You agree to these Terms by accessing or using the Site.** Please also review the applicable McGee Air Services Privacy Policy when you provided your information. **If you do not agree to bound by all of these Terms, do not use the Site.** If you are using the Site on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf and that such entity agrees to be responsible to us if you violate these Terms.

When using particular services or features of the Site, in addition to these Terms, additional terms or policies, including personnel and job applicant policies, and career portal terms, may apply to your use of that feature or service (“**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

ARBITRATION NOTICE: Except for certain types of disputes described in the ARBITRATION section below, you and McGee agree that disputes between you and McGee will be resolved by binding, individual ARBITRATION and you waive your right to participate in a class action lawsuit or class-wide arbitration.

OWNERSHIP OF SITE CONTENT

Unless otherwise explicitly specified, all materials that are included in or are otherwise a part of the Site, including, without limitation, the McGee logo and all designs, graphics, layout, text, button icons, images, audio clips, digital downloads, data compilations, software, trademarks, trade dress, logos, service marks, information, advertising copy, past, present and future versions of the Site, domain names, source and object code and the “look and feel” of the Site (“**Site Content**”) are owned, controlled or licensed by McGee, its subsidiaries or affiliates, and are protected from unauthorized use, copying and dissemination by copyright, trademark, patent, and other laws, rules, regulations and treaties.

Site Content includes the McGee logo and all other McGee product and service names, logos or slogans that may appear on the Site are trademarks of McGee in the United States and in other countries, and may not be copied, imitated or used, in whole or in part, without the prior written permission of McGee or the applicable trademark holder. You may not use any metatags or other “hidden text” utilizing “McGee” or any other name, trademark or product or service name of McGee without our prior written permission. All other trademarks not owned by McGee or its parent, subsidiaries, or affiliates that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by McGee or its parent, affiliate, or subsidiaries.

The Site Content may not be copied, reproduced, downloaded or distributed in any way, in whole or in part, except with the express permission of McGee as is expressly provided in these Terms. **Any unauthorized use of the Site Content is prohibited.**

YOUR LICENSE TO USE SITE CONTENT ON OUR SITE

You may visit our Site without further permission from McGee and McGee grants you a limited, personal, non-exclusive, non-commercial, revocable and non-transferable license to access and view the Site Content. This license is subject to your full compliance with these Terms. When you view or use the Site Content, you must: (a) keep intact all copyright and other proprietary notices; (b) make no modifications

to the Site Content; and (c) not copy or adapt any object code associated with a Site or reverse engineer, modify or attempt to discover any source code associated with a Site, nor allow or assist any third party to do so (whether or not for your benefit).

Except as expressly provided in these Terms, you may not copy, reproduce, republish, create derivative works of, upload, download, perform, display, post, transmit, distribute or otherwise use Site Content in any way, without the prior written permission of a duly authorized McGee employee. You agree to abide by any and all copyright notices, information, or restrictions contained in any part of the Site. Any and all rights to use the Site that are not expressly granted to you under these Terms are reserved for McGee or its licensors. Nothing contained in these Terms will affect, impair, or limit in any way McGee's rights to exploit fully any or all of the Site Content. Unauthorized use of Site Content may be a violation of federal and state laws and could result in civil and criminal liability.

PRIVACY

McGee's collection and use of personal information in connection with your access to and use of the Site or the products or services offered via the Site, including our use of third party cookies, tags, and other tracking technologies that may be used for analytics, marketing, and targeted advertising purposes, is described in the applicable McGee Air Services Privacy Policy when you provided your information. By using the Site, you consent to the applicable McGee Air Services Privacy Policy when you provided your information and the use of these technologies.

REGISTRATION & ACCESS CONTROLS

Certain areas of the Site may require account registration or may otherwise ask or require you to provide information to use Site features. When you choose to provide information to the Site, you agree to provide only true, accurate, current and complete information and maintain and promptly update your account information. When registering for an account, you cannot create an account name that incorporates a trademark without authorization from the trademark owner. We reserve the right to reclaim account names, or to take other reasonable action as necessary, on behalf of any business or individual that holds legal claim, including trademark rights, in a name. You agree you will not sell or otherwise transfer your account or any account rights, that you will keep your account credentials confidential and accept all risks of unauthorized access to your account and the information you provide to McGee, and promptly notify McGee if you discover or otherwise suspect any security breaches related to the Site. You agree that you (a) have not been previously suspended or removed from the Site and (b) do not have more than one online account with McGee.

Except to the extent prohibited by applicable, unwaivable law, McGee reserves the right to terminate your account or otherwise deny you access in its sole discretion without notice and without liability. You also agree to comply with all rules, laws and regulations that are applicable to your use of the Site, including, without limitation, those governing your transmission or use of any software or data. If you submit personal information to register for an account with McGee or to otherwise participate in any services, that information will be governed by the applicable McGee Air Services Privacy Policy when you provided your information.

INFORMATION AND CONTENT YOU SUBMIT

The Site may provide you the opportunity to communicate with McGee via a webform, e-mail or other means through the Site (collectively, "**User Content**").

Responsibility for User Content. You understand that you are solely responsible for your User Content, however submitted. By submitting User Content, you represent and warrant to McGee that your User Content: (1) is not confidential and that you have all necessary permission to submit it; and (2) does not infringe upon, misappropriate, or violate the rights of any third party, including, without limitation, any intellectual property rights, rights of publicity or privacy, or any other proprietary rights. You also acknowledge that the Internet may be subject to breaches of security and should be aware that submissions of User Content or other information may not be secure, and you should consider this before submitting any information to McGee.

McGee does not control the User Content made available via the Site and therefore does not guarantee the accuracy, integrity, quality or lawfulness of User Content.

Rights You Grant to Us. Whenever you submit or otherwise make available User Content to McGee (including through use of a help, support, feedback, or “Contact Us” feature, or through a social media website) you: (1) grant to McGee an irrevocable, worldwide, nonexclusive, perpetual, fully sub-licensable and assignable, royalty-free license to use, exploit, reproduce, modify, translate, incorporate in other works, create derivative works from, publish, broadcast, and perform that User Content – and your name, voice, likeness and other identifying information in connection with that User Content – via any medium now known or later developed, without any compensation to you; and (2) to the extent permitted by applicable law, waive all of your moral rights in that User Content to the fullest extent permitted by law, even if the User Content is altered or changed in a manner not agreeable to you. You further authorize McGee to publish your User Content such that it may be accessed by users of the Site or the general public.

No Confidential Relationship. Except as otherwise described in the applicable McGee Air Services Privacy Policy when you provided your information, you agree that your User Content will be treated as non-confidential and non-proprietary and will not be returned. You acknowledge and agree that your relationship with McGee is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any User Content does not place McGee in a position that is any different from the position held by members of the general public, including with regard to your User Content. You further agree that McGee is free to use any ideas or concepts contained in any User Content for any purposes whatsoever, including, without limitation, developing, manufacturing and marketing products and services, including, without limitation, publication of your User Content on the Site, without any payment of any kind to you. To the fullest extent permitted, you waive any moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.

You acknowledge that McGee may be working on or developing material similar or the same in nature to your User Content and that McGee may have received similar or the same intellectual property rights from another party. McGee owes you no obligation connected to your submissions unless you and McGee enter a written agreement to that effect. Any discussion or negotiations between you and McGee regarding your submissions does not constitute recognition of the novelty or originality of your User Content.

No Obligation to Use. You agree and understand that we are not obligated to keep or use your User Content in any way.

SOCIAL DISTRIBUTION

McGee may allow you – but only through express written permission or via McGee-provided functionality on the Site – to engage in certain personal uses of Site Content that include the ability to share Site Content with others ("**Social Distribution**"). For example, a Site may allow you to send Site Content to friends or post Site Content on a third party website. You agree to make no claims, promises, or statements on behalf of McGee. You also agree that you will not imply that you and McGee are affiliated in any way or that McGee approves of your comments. We reserve the right to revoke our permission for Social Distribution at any time and for any reason and you agree to immediately cease Social Distribution upon notice of revocation and to comply with any terms we post in connection the Social Distribution of Site Content.

ACCURACY, COMPLETENESS, TIMELINESS OF INFORMATION

This Site has been developed by McGee to provide you with information about McGee products and services. The Site may from time to time provide new information or data, but otherwise it is an archive of materials for your use. Like any printed material, the information and data on the Site may become out of date over time.

We reserve the right to modify the contents of the Site at any time, but we have no obligation to update any information on the Site. You agree that it is your responsibility to monitor changes to the Site. We shall not be liable to you or to any third-party for any such modification.

We are not responsible if information made available on the Site is not accurate, complete or current. The materials on the Site are provided for general informational purposes only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. To the fullest extent permitted by applicable law, any reliance on the material on the Site is at your own risk.

Although McGee uses reasonable efforts to maintain the accuracy and currency of the content of the Site, McGee makes no warranties or representations as to its accuracy or currency, as further described under Disclaimer of Warranties; Waiver.

THIRD-PARTY LINKS & CONTENT

There may be links from the Site, or from communications you receive from McGee, to third-party websites or online features. The Site also may include third-party content that we do not control, maintain or endorse.

Neither McGee nor its service providers are responsible for the practices of any third party. Your correspondence and business dealings with third parties found through the Site are solely between you and the third party. You acknowledge and agree that McGee is not liable for any loss or damage which may be incurred by you as a result of your interaction with any third party.

LINKING POLICY

McGee grants you the revocable permission to link to the Site; provided, however, that any link to the Site: (a) must not frame or create a browser or border environment around any of the content on the Site or otherwise mirror any part of the Site; (b) must not imply that McGee or the Site are endorsing or sponsoring any third party or its products or services, unless McGee has given the third party prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in McGee's sole opinion, harm McGee or its products or services; (d) must not use any McGee trademarks without the prior written permission from McGee; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in McGee's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link

subject to these Terms. By linking to a Site, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these Terms, McGee reserves the right to prohibit linking to the Site for any reason in our sole and absolute discretion.

MOBILE FEATURES

The Site may offer features that are available to you via your mobile phone or other mobile device. These features may include the ability to access Site features (collectively, "Mobile Features"). Message and data rates and other carrier fees may apply. Fees and charges will appear on your mobile device bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or mobile device. Please contact your carrier with questions regarding these issues. As applicable, instructions regarding how to opt-out of Mobile Features will be disclosed in connection with Mobile Features.

You agree that the Mobile Features for which you are registered may send communications to your mobile device regarding McGee or other parties. Further, we may collect information related to your use of the Mobile Features. If you have registered for Mobile Features, you agree to notify McGee of any changes to your mobile number and update your account(s) on the Site to reflect this change.

For terms and conditions of our text messaging service, please see our Text Message Terms and Conditions].

DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law, the Site, including, without limitation, the Site Content, and any products and services sold by McGee through the Site, are provided on an "As Is", "As Available" and "With All Faults" basis. To the fullest extent permissible by applicable law, McGee and its parent companies, affiliated entities, partners, service providers, consultants, vendors and the directors, officers, employees and agents or other representatives of each of them (collectively, the "McGee Parties") make no representations or warranties or endorsements of any kind whatsoever, express or implied, as to: (a) the Site and the Site Content; (b) products or services sold through the Site; (c) User Content; and/or (d) security associated with the transmission of information to McGee or via the Site. In addition, to the fullest extent permissible by applicable law, the McGee Parties hereby disclaim all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus. We do not warrant that the quality of any products, services, information or other material purchased or obtained by you will meet your expectations.

The McGee Parties do not represent or warrant that the Site will be error-free or uninterrupted; that defects will be corrected; or that the Site or the servers that make the Site available are free from any harmful components, including, without limitation, viruses. The McGee Parties do not make any representations or warranties that the information (including any instructions) on the Site are accurate, complete, or useful. You acknowledge that your use of the Site is at your sole risk.

The McGee Parties do not warrant that your use of the Site is lawful in any particular jurisdiction, and the McGee Parties specifically disclaim such warranties. By accessing or using a Site you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Site. Nothing in these terms of use limits, excludes, or modifies, or purports to limit, exclude, or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these terms of use would contravene any statute or cause any part of these Terms to be void ("Non-Excludable Guarantees").

LIMITATION OF LIABILITY; WAIVER

To the maximum extent permitted by applicable law, and except in relation to any Non-Excludable Guarantees, you agree that under no circumstances will the McGee Parties be liable to you or anyone else for indirect, economic, special, incidental or consequential loss or damages related to: (a) the Site or the Site Content; (b) User Content; (c) your use of any products or services purchased from the Site; (d) your use of, inability to use, or the performance of the Site; (e) action taken in connection with an investigation by the McGee Parties or law enforcement authorities regarding your use of the Site; (f) action taken in connection with copyright or other intellectual property owners; (g) any errors or omissions in a Site's technical operation; or (h) any damage that results from events beyond our reasonable control, such as damages to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if the McGee Parties have been advised of or should have known of the possibility of such damages. However, in no event will the McGee Parties total liability to you for all damages, losses or causes of action, except those in relation to any Non-Excludable Guarantees, exceed the lesser of the amount paid by you, if any, to McGee for (a) product(s) or service(s) purchased through the Site or ten United States dollars (\$10.00). The prior limitation on damages is not intended to limit the McGee Parties' obligation to pay prevailing party costs or fees if recoverable pursuant to applicable law. The limitations set forth in this section will not limit or exclude the McGee Parties' liability for personal injury or property damage caused by McGee Parties, or for the McGee Parties' gross negligence, fraud or intentional, willful, malicious or reckless misconduct.

You agree that in the event you incur any damages, losses or injuries that arise out of any of the McGee Parties' acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any website, property, product, service, or other content owned or controlled by the McGee Parties, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any website, property, product, service, or other content owned or controlled by the McGee Parties.

By accessing the Site, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and expressly waive, the benefits of section 1542 of the Civil Code of California, and any similar law of any state or territory, which provides as follows:

"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 released party."

INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold the McGee Parties harmless from and against any and all claims, damages, costs, investigations, liabilities, judgments, settlements and expenses, including attorneys' fees, that directly or indirectly arise from or are otherwise directly or indirectly related to: (a) your User Content; (b) your use of the Site or activities in connection with the Site; (c) your breach or anticipatory breach of these Terms or any Additional Terms; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (e) information or material transmitted through your computer, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent,

publicity, privacy or other right of any person or defames any person; (f) any misrepresentation made by you; or (g) the McGee Parties' use of your information as permitted under these Terms, the Privacy Policy, or any other written agreement between you and McGee. You will cooperate as fully required by the McGee Parties in the defense of any claim. The McGee Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the McGee Parties.

COMMUNICATIONS

The communications between you and us use electronic means, including emails, posted notices on the Site, or other forms of electronic communications. You agree that we may send communications in electronic form and that all communications we provide to you electronically, including terms and conditions, agreements, notices, and disclosures, satisfy any legal requirement that such communications would satisfy if it were to be provided in paper or other non-electronic format. The foregoing does not affect your statutory rights.

If you have opted in to receive marketing communications or other elective communications from us, you may choose to opt out at any time following the instructions relevant to such form of communication. Please note that even if you opt out, we will still send you account-related emails.

TERMINATION

McGee reserves the right to terminate your access to and use of the Site in its sole discretion, without notice and liability, including, without limitation, for any reason or no reason. McGee also reserves the right to investigate suspected violations of these Terms, including, without limitation, any violation arising from any e-mails you send to the Site or McGee. Any violation of these Terms may be referred to law enforcement authorities. Upon termination of your access to the Site, or upon demand from McGee, all rights granted to you under these Terms will cease immediately, and you agree that you will immediately discontinue use of the Site.

McGee also reserves the right to modify, withdraw, suspend, or discontinue in whole or in part (temporarily or permanently, at any time, and with or without notice) any Site Content or discontinue and cease operation of any Site in its entirety.

LOCATION OF THE SITE AND TERRITORIAL RESTRICTIONS

McGee controls and operates the Site from offices located in the United States and makes no representations or warranties that the information, products or services contained on the Site are appropriate for use or access in other locations. The information, products, and services provided on the Site are 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 McGee to any registration requirement within such jurisdiction or country. Anyone using or accessing the Site from outside the United States does so on their own initiative and is responsible for compliance with United States' and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable. We reserve the right to limit the availability of the Site or any portion of the Site, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide.

Software related to or made available by the Site may be subject to United States export controls. Thus, no software from the Site may be downloaded, exported or re-exported: (a) into (or to a national or resident of) Cuba, Crimea, North Korea, Iran, Syria or any other country to which the United States has embargoed goods or that has been designated by the U.S. government as “terrorist supporting”; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By accessing this Site, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. You agree to comply with all rules, laws and regulations that are applicable to your use of the Site, including, without limitation, those governing your transmission or use of any software or data.

ARBITRATION AGREEMENT/GOVERNING LAW/CLASS ACTION WAIVER/DISPUTE RESOLUTION

These Terms will be governed by, construed and enforced in accordance with the laws of the State of Washington, excluding its conflict of laws principles. To the extent that any dispute between you and McGee arises from these Terms or use of the Site (other than for Excluded Disputes (defined below)), the arbitration proceedings will be governed by federal arbitration law and by JAMS (defined below) rules.

Both you and McGee waive the right to a trial by jury and the right to bring or resolve any dispute as a class, consolidated, representative, collective, or private attorney general action. Both you and McGee waive the right to participate in a class, consolidated, representative, collective, or private attorney general action related to any dispute that is brought by anyone else. Notwithstanding any provision in the JAMS rules to the contrary, the arbitrator will not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, collective, or private attorney general action or to consolidate, join, or otherwise combine the claims of different persons into one proceeding.

Except for disputes relating to the infringement of your or McGee’s intellectual property (such as trademarks, trade dress, copyright and patents) or where McGee is seeking injunctive relief (the “Excluded Disputes”), you and McGee each agree to finally settle all disputes arising from these Terms or use of the Site only through binding arbitration as detailed below. In arbitration, there is no judge or jury and review is limited. The arbitrator’s decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. Except for Excluded Disputes, the parties agree that any claim, suit, action, or proceeding arising out of or relating to these Terms or your use of the Site will be resolved by binding arbitration before a sole arbitrator under the Streamlined Arbitration Rules & Procedures then in effect (and, as applicable, the JAMS Mass Arbitration Procedures and Guidelines) of JAMS Inc. (“JAMS”) or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within thirty (30) days of the filing of a “Demand for Arbitration”, then the parties can elect to have the arbitration administered by another mutually agreeable arbitration administration service that will hear the case. If an in-person hearing is required, then it will take place in King County, Washington, or – if required by the JAMS rules (or the rules of any alternate arbitration service used by the parties) – in or near your city of residence.

The federal or state law that applies to these Terms will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions or class arbitrations; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, or for any Excluded Disputes, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in King County, Washington. In no way

limiting the applicability of the Arbitration Schedule of Fees and Costs and Mass Arbitration Procedures Fee Schedule, subject to you demonstrating that the costs of arbitration will be prohibitive as compared to the costs of litigation, McGee will pay as much of the administrative and arbitrator's fees charged to you by JAMS (or an alternate arbitration service) as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive to you as compared to litigation. Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event will you seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of the Site or any other property of McGee (provided that nothing in these Terms will restrain a California resident's right (if any) under applicable law to seek public injunctive relief in accordance with this dispute-resolution provision).

You and McGee agree that the JAMS Mass Arbitration Procedures and Guidelines apply to any mass arbitrations, as amended/modified by this Arbitration Agreement.

You and McGee agree that, in the event that there are fifty (50) or more individual requests for arbitration of a similar nature filed against McGee within an approximately thirty-day period (or otherwise in close proximity), JAMS will administer all such similarly situated arbitration demands on a collective basis as a single, consolidated arbitration (subject to a single set of fees, proceeding schedule, and, if required, hearing) before a single arbitrator in accordance with the requirements outlined elsewhere in this section, provided that – in the event that the arbitrator deems it impracticable or inequitable to administer all such claims collectively in a single arbitration – they may group demands for arbitration into groups of not fewer than twenty (20) matters, plus a remainder group as needed (or as otherwise deemed by the arbitrator to be practicable, equitable, and in best keeping with the spirit of this provision) and arbitrate each group of matters as a single, consolidated arbitration (either structure a "Batch Arbitration"). You and McGee agree (a) to work with JAMS in good faith to facilitate the resolution of disputes on a Batch Arbitration basis and (b) that requests for arbitration are of a "similar nature" if they arise out of the same event, agreement, or factual scenario and raise the same or similar legal issues and seek the same or similar relief. Disagreements over the applicability of this Batch Arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this section. This Batch Arbitration provision will in no way be interpreted as authorizing a class or collective arbitration or action of any kind, or any suit or arbitration involving joint or consolidated claims, under any circumstances other than those expressly set forth in this section. If for any reason any court or arbitrator holds that the Batch Arbitration provision is unconscionable or unenforceable, the Batch Arbitration provision will be deemed severable from the Arbitration Agreement and will not affect the validity and enforceability of this Arbitration Agreement.

To the extent the parties disagree on the applicability of the mass arbitration process, the disagreeing party will advise the arbitrating organization (JAMS), and the arbitrating organization shall appoint a sole standing arbitrator to determine the mass arbitration process' applicability ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly.

You and we agree that the Mass Arbitration Procedures Fee Schedule will govern the payment of arbitration fees for mass arbitrations. Notwithstanding the foregoing, both you, we (and, if being

represented, both of our attorney(s)) agree to cooperate in good faith to take reasonable measures to reduce the costs and fees of arbitration, so that the process is cost-effective for all parties involved. This may include collaborating with JAMS to decrease JAMS's fees. In addition, you and we agree that if the Administrative Arbitrator finds that either your or our claims, counterclaims and/or appeals are brought for an improper purpose and/or are frivolous, the Administrative Arbitrator will award to the other party the costs and expenses (including, without limitation, any and all charges by the Administrative Arbitrator), and attorneys' fees incurred by the other party.

If arbitration of a claim is necessary, the parties agree to the following procedure:

Any moving party must personally sign any demand for arbitration and include a description of the claim, a description of the relief that you are seeking, including a detailed calculation of the amount of damages. If you are represented by counsel, your counsel must also personally sign the Demand for Arbitration. The signatures certify (a) under penalty of perjury that the statements made are true and correct, and (b) that the claim is (i) not for an improper purpose, frivolous, to harass the other party and/or brought about to increase the costs of arbitration; (ii) brought in good faith based on real facts and sound legal arguments that are actionable under current law. You can find copies of a Demand for Arbitration at: <http://www.jamsadr.com> ("Demand for Arbitration").

Send copie(s) of the Demand for Arbitration, plus the appropriate filing fee, to JAMS in accordance with JAMS procedures (see <https://www.jamsadr.com/>).

Send one copy of the Demand for Arbitration to the other party at the addresses below:

To McGee: McGee Air Services, Attn: Legal, 901 Powell Ave SW Ste 200, Renton WA 98057.

To You: The Demand for Arbitration will be sent by certified mail to the most recent address McGee has on file for you or otherwise in our records for you.

The rules of JAMS and additional information about JAMS are available on the JAMS website . By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the rules of JAMS or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

You have the right to opt out and not be bound by the arbitration and the class action waiver provisions set forth in this section by sending written notice of your decision to opt out to the following address: McGee Air Services, ATTN: Arbitration Opt-out, McGee Air Services, 901 Powell Ave SW Ste 200, Renton WA 98057. For new users, the notice must be sent within 30 days of registering an account for the Site, and for existing users, the notice must be sent within 30 days of the effective date of this policy. If you do not opt out, you shall be bound to the terms in this section. If you choose to opt out, McGee also will not be bound.

MISCELLANEOUS

The failure of McGee to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit McGee's rights with respect to such breach or any subsequent breaches. No waiver by McGee of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer of McGee. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. McGee may assign its rights and duties under these Terms to any party at

any time without any notice to you. Terms may not be assigned by you without McGee's prior written consent. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. If a court, arbitrator, or other adjudicative body should determine that any provisions of these Terms is overbroad, unfair or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable. The Section titles are inserted only as a matter of convenience and have no legal or contractual effect. You agree that these Terms will not be construed against McGee by virtue of McGee having drafted them. No amendment to or modification of these Terms, or action, or delay, will be binding unless in writing and signed by McGee. Provisions of these Terms that would logically survive termination shall survive the termination of these Terms for any reason (including without limitation, "Disclaimer of Warranties; Waiver," "Limitation of Liability; Waiver" and "Arbitration Agreement").

OUR RIGHT TO UPDATE THESE TERMS

McGee reserves the right to modify or add to these Terms at any time without prior notice ("Updated Terms"). You agree that we may notify you of the Updated Terms by posting them on the Site so that they are accessible via a link on the homepage or otherwise, and that your use of a Site after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms before using a Site. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of a Site from that point forward.

CONTACT US

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