



**FLY RVSM Services, LLC** (hereafter known as The Company) cumulative liability to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the fee paid to The Company for the use of its products or services. In no event shall The Company be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if The Company has been advised of the possibility of such damages. All sales are backed by a full money back guarantee if FAA Letter of Authorization (LOA) becomes unattainable due to unforeseen circumstances. If you place a credit card order and later decide that you want to dispute the charges or decline the charges, you the customer are in default and will be subject to an additional fee up to the maximum allowed by law. Additionally, all returned payments are subject to collection agency activity & negative credit bureau reporting. The Customer also understands that The Customer will be liable for all collection agency and/or attorney fees borne by The Company if said account goes to collection. The Company has the right to refuse any order placed if The Company deems it appropriate. If the customer is ordering on behalf of a company, he/she states that by ordering any products or services that he/she is an authorized owner or authorized representative of such company. Unless specifically mentioned in this Terms of Purchase, there are no warranties or guarantees expressed or implied.

#### **Proprietary Protection**

The Company shall have sole and exclusive ownership of all right, title, and interest in and to all trademarks and copyrights of the Company and its proprietary products and services.

#### **Injunctive Relief**

You the customer understand that, in the event of your breach of any of the foregoing provisions, The Company may not have an adequate remedy in money or damages. Company shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Company's right to obtain injunctive relief shall not limit its right to seek further remedies.

#### **Trademark**

"**FLY RVSM Services, LLC**", "**FLYRVSM.com**" and all related similar names are trademarks of The Company. No right, license, or interest to such trademark is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to such trademark unless you agree to pay The Company \$10,000,000 immediately and \$1,000,000 per year for 50 years.

#### **Governing Law**

This License Agreement shall be construed and governed in accordance with the laws of the USA

#### **Costs of Litigation**

If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation.

#### **Severability**

Should any term of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.



**No Waiver**

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

**Integration**

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF Company's OBLIGATIONS AND RESPONSIBILITIES TO YOU AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF Company RELATING TO THE SUBJECT MATTER HEREOF.