TERMS AND CONDITIONS OF USE

1. ACCEPTANCE OF TERMS

1.1. These Terms and Conditions (the “Terms”) govern the relationship between you and GIVC Tech lll Limited, a legal entity incorporated under the laws of the British Virgin Islands, having its registered office at Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands ("we" "us" "our", “Flyer One Ventures” or the "Company") regarding your use of the website available at https://www.flyerone.vc/ (the “Website”), including all textual, graphic, video, music, software and other content available through the Website (the “Content”).

1.2. Your access and use of the Website constitutes your agreement to be bound by these Terms, which establish a legally binding contractual relationship between you and Flyer One Ventures. For this reason, PLEASE READ THE TERMS CAREFULLY BEFORE USING THE WEBSITE.

1.3. Please review also our Privacy Policy. The terms of the Privacy Policy and other supplemental terms, policies or documents that may be posted on the Website from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason.

1.4. Unless otherwise expressly provided herein, we will alert you about any changes by updating the "Last updated" date of these Terms and you waive any right to receive specific notice of each such change.

1.5. THESE TERMS CONTAIN IMPORTANT DISCLAIMERS OF WARRANTIES (SECTIONS 2 AND 6), AND LIMITATION OF LIABILITY (SECTION 7), AS WELL AS PROVISIONS THAT WAIVE YOUR RIGHT TO A JURY TRIAL, RIGHT TO A COURT HEARING AND RIGHT TO PARTICIPATE IN A CLASS ACTION (ARBITRATION AND CLASS ACTION WAIVER). UNLESS YOU OPT OUT WITHIN 30 DAYS OF FIRST USE OF OUR SERVICE AS PROVIDED FOR IN SECTION 10, ARBITRATION IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES AND IS MANDATORY EXCEPT AS SPECIFIED BELOW IN SECTION 10.

1.6. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO BE BOUND BY THESE TERMS, THEN DO NOT ACCESS OR USE THE WEBSITE AND THE SERVICE.

2. IMPORTANT DISCLAIMERS

2.1. WE MAKE NO GUARANTEES THAT (I) THE WEBSITE WILL MEET YOUR REQUIREMENTS, (II) THE WEBSITE OR ITS USE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE INFORMATION THAT MAY BE OBTAINED FROM THE WEBSITEWILL BE ALWAYS ACCURATE OR RELIABLE.

3. WEBSITE

3.1. If you use the Website, you represent and warrant to the Company that: (i) all required information you submit (if any) is truthful and accurate; (ii) your use of the Website does not violate any applicable law or regulation or these Terms.

3.2. Flyer One Ventures reserves the right to suspend or terminate your access to the Website, with or without notice to you, in the event that you breach these Terms.

3.3. The Website may be modified, updated, interrupted or suspended at any time without notice to you or our liability.

3.4. You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Website, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).

3.5. We retain the right to implement any changes to the Website at any time, with or without notice. You acknowledge that a variety of Company's actions may impair or prevent you from accessing the Website at certain times and/or in the same way, for limited periods or permanently, and agree that the Company has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any content or services.

3.6. Your access to and use of the Website is at your own risk. To the extent permitted by law, the Company will have no responsibility for any harm to your computing system, loss of data, or other harm to you or any third party, including, without limitation, any bodily harm, that results from your access to or use of the Website, or reliance on any information or advice.

3.7. Flyer One Ventures has no obligation to provide you with customer support of any kind. However, the Company may provide you with customer support from time to time, at the Company's sole discretion.

4. THIRD PARTY CONTENT, INTELLECTUAL PROPERTY, USER CONTENT

4.1. The Website may contain links to third party websites or resources and advertisements for third parties (collectively, "Third-Party Content"). Such Third-Party Content are not under the control of the Company and the Company is not responsible for any Third-Party Content. Flyer One Ventures provides these Third-Party Content only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Content, unless otherwise is expressly indicated on the Website. Advertisements and other information provided by Third-Party Contentmay not be wholly accurate. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. When you link to a third-party site, the applicable service provider's terms and policies, including privacy and data gathering practices govern. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. Your transactions and other dealings with Third-Party Content that are found on or through the Website, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

4.2. You hereby release us, our officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of any users of the Website, or any Third-Party Content.

4.3. Subject to these Terms, Flyer One Ventures grants you a non-transferable, non-exclusive, revocable license (without the right to sublicense) to use the Website solely for your personal, non-commercial purposes.

4.4. You agree, represent and warrant, that your use of the Website, or any portion thereof, will be consistent with the foregoing license, covenants and restrictions and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, you agree that you will comply with all applicable laws, regulations and ordinances relating to the Website or your use of it, and you will be solely responsible for your own individual violations of any such laws.

4.5. You acknowledge that all the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), data, other content, software and materials displayed on the Website or used by the Company to operate the Website (including the Content and excluding any User Content (as defined below)) is proprietary to us or to the third parties.

4.6. Flyer One Ventures expressly reserves all rights, including all intellectual property rights, in all of the foregoing, and except as expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other exploitation of them is strictly prohibited. Your use of the Website does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights.

4.7. The information you submit to us and any data, text and other material that you may submit through the Website ("User Content") remain your intellectual property, and Flyer One Ventures does not claim any ownership of the copyright or other proprietary rights in such registration information and the User Content. Notwithstanding the foregoing, you agree that the Company may retain copies of the User Content and use it as reasonably necessary for or incidental to its operation of the Website and as described in these Terms and the Privacy Policy.

4.8. You grant Flyer One Ventures the non-exclusive, worldwide, transferable, perpetual, irrevocable right to publish, distribute, publicly display and perform the User Content in connection with your use of the Website.

4.9. Each user of the Website is solely responsible for any and all his or her User Content. Because we do not control the User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Website users are solely between you and such user. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Website user, we are under no obligation to become involved.

5. USER REPRESENTATIONS AND RESTRICTIONS

5.1. By using the Website, you represent and warrant that:

5.1.1. you have the legal capacity and you agree to comply with these Terms;

5.1.2. you are not under the age of 16;

5.1.3. you will not access the Website through automated or non-human means, whether through a bot, script or otherwise;

5.1.4. you will not use the Website for any illegal or unauthorized purpose;

5.1.5. you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country;

5.1.6. you are not listed on any U.S. government list of prohibited or restricted parties; and

5.1.7. your use of the Website will not violate any applicable law or regulation.

5.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse any and all current or future use of the Website (or any portion thereof).

5.3. You may not access or use the Website for any purpose other than that for which we make the Website available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

5.4. As a user of the Website, you agree not to:

5.4.1. systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;

5.4.2. make any unauthorized use of the Website;

5.4.3. make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Website;

5.4.4. use the Website for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;

5.4.5. make the Website available over a network or other environment permitting access or use by multiple devices or users at the same time;

5.4.6. use the Website for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for Flyer One Ventures and/or its portfolio companies;

5.4.7. use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Website;

5.4.8. circumvent, disable, or otherwise interfere with security-related features of the Website;

5.4.9. engage in unauthorized framing of or linking to the Website;

5.4.10. interfere with, disrupt, or create an undue burden on the Website or the networks or services connected to the Website;

5.4.11. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Website;

5.4.12. attempt to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website;

5.4.13. upload or distribute in any way files that contain viruses, worms, trojans, corrupted files, or any other similar software or programs that may damage the operation of another's computer;

5.4.14. use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Website, or using or launching any unauthorized script or other software;

5.4.15. use the Website to send automated queries to any other website or to send any unsolicited commercial e-mail;

5.4.16. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Website;

5.4.17. use the Website in a manner inconsistent with any applicable laws or regulations; or

5.4.18. otherwise infringe these Terms.

6. DISCLAIMER OF WARRANTIES

THE WEBSITE AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE WEBSITE AND CONTENT ARE PROVIDED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE COMPANY AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT THAT: (I) THE WEBSITE AND CONTENT OR OTHER INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (II) THE WEBSITE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (III) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (IV) THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (V) ANY RESULT OR OUTCOME CAN BE ACHIEVED.

7. LIMITATION OF LIABILITY

7.1. IN NO EVENT SHALL WE (AND OUR AFFILIATES) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE WEBSITE (INCLUDING CONTENT), OR THIRD-PARTY ADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE WEBSITE (INCLUDING CONTENT AND USER CONTENT), AND THIRD-PARTY CONTENT ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTING SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

7.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE COMPANY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE WEBSITE OR CONTENT IS LIMITED TO USD 100. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE TERMS BETWEEN THE COMPANY AND YOU.

7.3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

8. INDEMNITY

You agree to indemnify and hold the Company, its successors, subsidiaries, affiliates, any related companies, its suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Website, (ii) your User Content, or (iii) your violation of these Terms. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

9. INTERNATIONAL USE

The Company makes no representation that the Website is accessible, appropriate or legally available for use in your jurisdiction, and accessing and using the Website is prohibited from territories where doing so would be illegal. You access the Website at your own initiative and are responsible for compliance with local laws.

10. MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

10.1. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST.

10.2. YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

10.3. YOU AND THE COMPANY, AND EACH OF ITS RESPECTIVE AGENTS, CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND ASSIGNS, AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICE, OR THE PRIVACY POLICY, UNLESS YOU ARE LOCATED IN A JURISDICTION THAT PROHIBITS THE EXCLUSIVE USE OF ARBITRATION FOR DISPUTE RESOLUTION.

10.4. Arbitration is more informal way to settle disputes than a lawsuit in court. A neutral arbitrator instead of a judge or jury is used in arbitration, which allows for more limited discovery than in court, and is subject to very limited review by courts. The same damages and relief that a court can award can be awarded by arbitrators. Please see more information about arbitration at http://www.adr.org.

10.5. A party which intends to seek arbitration must first send to the other a written notice of intent to arbitrate (a "Notice") by an international courier with a tracking mechanism, or, in the absence of a mailing address provided by you to us, via any other method available to us, including via e-mail. The Notice to the Company must be addressed to: Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands (as applicable, the "Arbitration Notice Address"). The Notice shall (i) describe the basis and nature of the claim or dispute; and (ii) set the specific relief sought (the "Demand"). If you and the Company do not reach an agreement to resolve the claim within 30 days after the Notice is received, then you or we may commence an arbitration proceeding as set forth below or file an individual claim in small claims court.

10.6. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") WILL EXCLUSIVELY ADMINISTER THE ARBITRATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE "Rules"), AS MODIFIED BY THESE TERMS.

10.7. If you commence arbitration against us, you are required to provide a second Notice to the Company at the Arbitration Notice Address within seven (7) days of arbitration commencement. The Rules and AAA forms are available online at http://www.adr.org. Unless your Demand is equal to or greater than $1,000 or was filed in bad faith, in which case you are solely responsible for the payment of the filing fee, if you are required to pay a filing fee to commence an arbitration against us, then we will promptly reimburse you for your confirmed payment of the filing fee upon our receipt of the second Notice at the Arbitration Notice Address that you have commenced arbitration along with a receipt evidencing payment of the filing fee.

10.8. The arbitration shall be conducted exclusively in English. A single, independent and impartial arbitrator with his or her primary place of business in Alexandria, Virginia (if you are from the United States) or in Tortola, British Virgin Islands (if you are not from the United States) will be appointed pursuant to the Rules, as modified herein. You and the Company agree to comply with the following rules, which are intended to streamline the arbitration process and reduce the costs and burdens on the parties: (i) the arbitration will be conducted online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (iii) any judgment on the award the arbitrator renders may be entered in any court of competent jurisdiction.

10.9. TO THE FULLEST EXTENT PERMITTED UNDER LAW, YOU AND THE COMPANY AGREE THAT YOU AND THE COMPANY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR CONSOLIDATED PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS,

AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID.

10.10. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, Privacy Policy, and this arbitration provision. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration clause can be enforced against a non-party to this agreement and whether a non-party to these Terms can enforce its provision against you or us.

10.11. Barring extraordinary circumstances, the arbitrator will issue his or her final, confidential decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days upon a showing of good cause and in the interests of justice. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator shall apply the laws of the Commonwealth of Virginia without regard to its conflicts of laws principles in conducting the arbitration. You acknowledge that these terms and your use of the Service evidences a transaction involving interstate commerce. The United States Federal Arbitration Act ("FAA") will govern the interpretation, enforcement, and proceedings pursuant to this Section. Any award rendered shall be final, subject to appeal under the FAA.

10.12. The abovestated provisions of this Section shall not apply to any claim in which either party seeks equitable relief to protect such party's copyrights, trademarks, patents, or other intellectual property. For the avoidance of doubt, you agree that, in the event the Company or a third party breaches these Terms, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against us, and your only remedy will be for monetary damages, subject to the limitations of liability set forth in these Terms.

10.13. You and we agree that, notwithstanding any other rights a party may have at law or in equity, any claim arising out of or related to these Terms (including the Privacy Policy) or the Service, excluding a claim for indemnification, must be initiated with the AAA or filed in small claims court in Alexandria, Virginia within one (1) year after the claim accrues. Otherwise, such cause of action is permanently and forever barred. This one (1) year period includes the thirty (30) day pre-dispute procedure set forth in sub-clause 10.5 above.

10.14. All claims you bring against the Company must be resolved in accordance with this Section. All claims filed or brought contrary to this Section shall be considered improperly filed. Should you file a claim contrary to this Section, the Company may recover attorneys' fees and reimbursement of its costs, provided that the Company has notified you in writing of the improperly filed claim, and you fail to promptly withdraw such claim.

10.15. In the event that we make any material change to this arbitration provision (other than a change to our Arbitration Notice Address), you may reject any such change by sending us written notice to our Arbitration Notice Address within thirty (30) days of the change, in which case you shall terminate your use of the Service immediately, and this Section, as in effect immediately prior to the amendments you reject, will survive the termination of these Terms.

10.16. If only clause 10.9 paragraph above or the entirety of this Section is found to be unenforceable, then the entirety of this Section will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 11 will govern any action arising out of or related to this Agreement.

10.17. YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION.

10.18. YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST USE, OR ATTEMPT TO USE, THE SERVICE BY WRITING TO GO@FLYERONE.VC OR TO THE ARBITRATION NOTICE ADDRESS. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT A SIGNED WRITTEN NOTICE OPTING OUT AND CONTAINING ENOUGH DETAILS ABOUT YOU FOR US TO BE ABLE TO IDENTIFY YOU WITHIN THIRTY (30) DAYS. IF MORE THAN THIRTY (30) DAYS HAVE PASSED, YOU ARE NOT ELIGIBLE TO

OPT OUT OF THIS PROVISION AND YOU MUST PURSUE YOUR CLAIM THROUGH BINDING ARBITRATION AS SET FORTH IN THIS AGREEMENT.

11. GOVERNING LAW

11.1. The laws of England and Wales, excluding its conflicts of law principles, govern these Terms and your use of the Website.

11.2. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action will be subject to the exclusive jurisdiction of:

11.2.1. the state and federal courts in the City of Alexandria, Virginia – if you are a resident of the United States; or

11.2.2. the courts of Tortola, British Virgin Islands – if you are not a resident of the United States;

and you hereby irrevocably submit to personal jurisdiction and venue in such courts, and waive any defense of improper venue or inconvenient forum.

12. MISCELLANEOUS PROVISIONS

12.1. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to these Terms will impair any such right or be construed to be a waiver thereof, and a waiver by the Company of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained.

12.2. If any provision of these Terms is found to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law.

12.3. Except as otherwise expressly provided herein, these Terms set forth the entire agreement between you and the Company regarding its subject matter, and supersede all prior promises, agreements or representations, whether written or oral, regarding such subject matter.

12.4. Flyer One Ventures may transfer or assign any and all of its rights and obligations under these Terms to any other person, by any way, including by novation, and by accepting these Terms you give the Company consent to any such assignment and transfer. You confirm that placing on the Website of a version of these Terms indicating another person as a party to the Terms shall constitute valid notice to you of the transfer of Company's rights and obligations under the Agreement (unless otherwise is expressly indicated).

12.5. All information communicated on the Website is considered an electronic communication. When you communicate with us through the Website or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

12.6. In no event shall the Company be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside the Company's reasonable control.

13. CONTACT

If you want to send any notice under these Terms or have any questions regarding the Service, you may contact us at: go@flyerone.vc.

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

Last Updated: […]