

FLYABILITY USER CONFERENCE TERMS AND CONDITIONS

Flyability Inc, having its registered office at 1001 Bannock St, Suite 436, Denver, CO 80204, USA ("Flyability" or "We") will be launching the Flyability User Conference (the "UC" or the "Event") on the 17th & 18th of April 2023. All parties attending the UC ("Attendees" or "You") are required to accept the following terms & conditions (the "UC Terms" or the "Terms") to protect the rights of Attendees and Flyability. These UC Terms are entered into by and between Flyability and You. You accept them and agree to be bound by them by registering for the event via this website.

Flyability and Attendees individually referred to as "Party" and collectively as the "Parties".

EVENT DESCRIPTION

The Flyability UC brings together a community of inspections and surveying professionals from our ecosystem of industries - including power generation, oil & gas, sewers, cement, mining and more - to exchange best practices and to steer the future development of the commercial indoor drone industry.

Flyability UC's sessions will be entirely in-person and held in Atlanta, GA. The Event ticket (Early Bird and Standard) is nominative and only valid for the person who has registered for the Event, granting access to all event activities taking place between 17th and 18th of April 2023, but not including personal transportation, hotel accommodation or any other cost that Attendees may incur in relation with their participation to the Event, which fall under the responsibility of the Attendees.

In addition to the programmed Event activities, Flyability may offer various trainings during the Event that are not granted by the purchase of a Ticket (Early Bird and Standard). Only Attendees that have booked and paid a specific training can attend such training. For those Attendees participating in a specific training, these UC Terms shall also apply.

CHANGES TO THE EVENT

The Event is subject to change at any time. Flyability does not guarantee the attendance of any third party (including any exhibitor or speaker), or that any scheduled session, breakout, keynote or other activity will take place.

Flyability reserves the right, including without prior notice, to make any change to the Event at any time for any reason (including modification of the schedule or content of, or cancellation of, any session, breakout, keynote or other activity). Flyability is not responsible for, and will not issue any refunds, if there is change to the Event (including modification of the overall Event program, or the schedule or content of, or cancellation of any session, keynote or other activity).

CANCELLATION & REFUND

ALL SALES ARE FINAL. You are liable for the full cost of Your admission to the Event (including any additional services) notwithstanding Your subsequent cancellation, failure to attend, or any government rules or regulations that prevent You from traveling to the Event. NO REFUNDS WILL BE GIVEN. You are also solely responsible for cancellation of travel and hotel reservations (including any associated cancellation charges).

Flyability reserves the right to cancel or postpone the UC for any reason and shall notify the Attendees of the cancellation or postponement as soon as possible. If Flyability cancels the Event, and You are a registered Attendee who has paid Your Event registration fees in full, Your sole and exclusive remedy (whether under tort, contract, or otherwise), will be a refund of Your registration fee to the original method of payment. You are liable for the cost of any foreign exchange, return or other bank fees arising out of the refund of Your registration fee. If the Event is postponed, Flyability will provide You with a substitute pass for the new event. No refunds will be provided if the Event is postponed. For the avoidance of doubt, You agree that in no event shall Flyability be liable to You or any third party for any other costs, expenses, or damages, direct or indirect, consequential, punitive, incidental, special or general resulting from a postponement, cancellation, or termination, including but not limited to travel and accommodation.

AUDIOVISUAL MATERIAL RELEASE

Attendees expressly authorize Flyability to take photographs and/or videos (the "Audiovisual Material") during the Event and further agrees that Flyability shall have the right to edit, copy, exhibit, publish, distribute and/or otherwise use and exploit the Audiovisual Material in any and all media throughout the world and in perpetuity, and to use Attendee's name, image, voice and biographical information in connection therewith. Attendees acknowledge and agree that the rights granted to this release are without compensation of any kind and waive any right to inspect or approve the use of the Audiovisual Material, any right to royalties or other compensation arising or related to the use of the Audiovisual Material and release any and all claims against Flyability and/or any person or organization using the Audiovisual Material.

INTELLECTUAL PROPERTY

Each Party shall retain all rights, title and interests in and to any Intellectual Property Rights that are owned, licensed or sublicensed by such Party prior to or independent of these UC Terms.

Registering for and attending the Event does not grant Attendees any rights to use Flyability's name, logos or trademarks. The services and materials provided by registering and attending the Event, including all images, designs, photographs, writings, graphs, data, or otherwise are Flyability's property and are protected by international copyright, trademark, trade secret, or other proprietary rights.

LIABILITY & INDEMNIFICATION

You acknowledge and agree that Your attendance or participation in the Event or any related activities (including, but not limited to Your participation in demonstrations or hospitality offerings) is completely voluntary and You understand the nature of the Event.

You accept and assume all risks of any and all personal injury or damage to your personal property that you may face while attending the Event. You hereby release Flyability and its affiliates, and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns from, AND WAIVE, any and all claims, demands, causes of action, suits, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and costs) that You may have now or in the future, whether known or unknown, foreseen or unforeseen, associated in any way with the Event.

Flyability and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns will not be liable to You under any cause of action or theory of liability for (i) indirect, incidental, special, consequential, or exemplary damages, or (ii) lost profits, revenues, customers, opportunities, or goodwill. Subject to the above and the waivers of liability set forth in these Terms, the aggregate liability of flyability and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns to you under these Terms or in relation to the event will not exceed the registration fee paid by you, and received by flyability, to attend the event. The limitations in this section apply only to the maximum extent permitted by applicable law. You agree that any action must be commenced within one (1) year after the claim or cause of action arises.

You agree to indemnify, defend, and hold harmless Flyability, and its affiliates, and their respective officers, directors, employees, contractors, representatives, agents, licensors, successors and assigns from and against any and all claims, demands, losses, damages, judgements, settlements, costs and expenses, including reasonable attorney fees, arising out of or related in any way to any breach of these Terms by You, any breach of an applicable law by You, or any other liabilities incurred by Flyability relating to or arising out of Your attendance, participation or access to the Event.

CLASS ACTION WAIVER

By agreeing to these Terms, You hereby waive any right to litigate any Claim as a class action or representative action against Flyability or its affiliates.

PRIVACY

We collect information You give us when You register for the Event in order to provide You with information and services associated with the Event. The information collected includes your name, job title, employer name, address, work email, telephone number, job functions and areas of interest. Further details about Flyability's policies and practices around the processing of personal data are available in Flyability Privacy Notice located [here](#). Attendees should periodically review these policies to learn how Flyability is protecting their information. You may contact us at any time with Your views about our privacy practices, or with any enquiry relating to Your personal information, or to exercise Your data subject rights by writing to legal@flyability.com.

EVENT HEALTH AND SAFETY PROTOCOLS

You agree to (a) carefully check any health and safety guidelines and requirements of the State of Georgia. If you are not a resident of the United States (US), any US entry requirements ("Health and Safety Protocols") prior to the Event, and (b) comply with the Health and Safety Protocols at all times during the Event". You acknowledge and agree that the Event health and safety protocols are based on the current environment and are subject to change at any time to reflect the latest developments, guidelines and regulations developed by the applicable government authorities, the venue, public health officials or the Organizer. You must fully comply with all of the Event health and safety protocols in place at the time of the Event. Failure to follow the Event health and safety protocols may, in the sole discretion of Flyability, result in You being prohibited from entering the Event or You being ejected from the Event. In any such circumstances, You remain liable for payment of the full registration fee associated with Your pass.

FORCE MAJEURE

Where the Event is cancelled or postponed for any reason beyond the reasonable control of Flyability, We shall have no liability (whether direct or indirect) to You. We are not liable if the Event is, in whole or in part, cancelled, rescheduled or postponed, or for any failure or delay to perform our obligations under these Terms, if such event results from anything beyond our reasonable control, including but not limited to: (a) power or server outages or electronic or communications failure; (b) update or maintenance periods; (c) acts of God, flood, drought, earthquake or other natural disaster; (d) disease, epidemic or pandemic (including the Covid-19 pandemic); (e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (f) nuclear, chemical or biological contamination or sonic boom; (g) any law or any action taken by a government or public authority; (h) collapse of buildings, fire, explosion or accident; (i) any labour or trade dispute, strikes, industrial action or lockouts; (j) interruption or failure of utility service, or (k) any other event or circumstance where failure to perform is beyond the control and not caused by the fault or negligence of the non-performing Party.

MODIFICATIONS TO THE TERMS

Flyability may modify these Terms, including any policies hyperlinked to in these Terms, at any time by posting a revised version on the Event website. The modified Terms will become effective upon posting and will be communicated to you through an appropriate channel, depending on how we normally communicate with you (including by email and/or via our website (e.g. banners, pop-ups or other notification mechanisms). By attending the Event or a training after Flyability has posted modifications to these Terms, You expressly agree to be bound by the modified Terms. It is Your responsibility to check the Event website regularly for modifications to these Terms.

GOVERNING LAW

These UC Terms and any disputes or claims arising out of or in connection with it shall be governed by and construed in accordance with the laws of Switzerland and any dispute will be subject to the exclusive jurisdiction of the competent courts of Lausanne, Switzerland.

TERM AND TERMINATION

These UC Terms are effective from the moment You register into the Event until terminated by Flyability. You agree that Flyability may terminate these Terms in its sole discretion at any time without prior notice. The following sections survive any termination of the UC Terms: Audiovisual Material Release; Intellectual Property; Privacy; Liability and Indemnification; and Governing Law.