

These Terms of Service (“**Terms**”) apply to your access to and use of our website and online services (collectively, our “**Services**”) provided by Aerobids LLC (d/b/a The Aerobids LLC) (“Aerobids LLC” or “**we**”). The services allow Aerobids LLC specialists to share your computer screen while you are logged into your scheduling portal and assist you with placing your selected schedule bid. Aerobids LLC is an independent organization and is not affiliated with any airline.

You acknowledge and agree that in connection with using our Services, only you will access your scheduling account, you will not disclose any user identifications or passwords to Aerobids LLC specialists, and you are ultimately responsible for your own schedule bid.

**By using the Services, you agree to these Terms. If you do not agree to these Terms, including the mandatory arbitration provision, do not access or use our Services.**

If you have any questions about these Terms or our Services, please contact us at [info@aerobids.com](mailto:info@aerobids.com).

- Eligibility

You represent and warrant that you: (a) are at least 18 years old; (b) have not previously been suspended or removed from using our Services; (c) have an active account with the airline for which you are utilizing the Services.

- Services Security

You will maintain the security of your airline credentials and not share your user name or passwords with any Aerobids LLC specialist while accessing the Services. You are responsible for all activities that occur regarding your credentials or otherwise under your account during your use of the Services.

- Prohibited Conduct

You will not violate any applicable law or applicable policy of your airline while accessing or using our Services, and you are solely responsible for your conduct. You will not:

- Provide your user name or password or any other account information to the Aerobids LLC specialists;
- Leave your computer screen unattended while accessing our Services and engaging with the Aerobids LLC specialists;
- Allow the Aerobids LLC specialist to access any benefits, paycheck or other area of the airline portal not necessary for the provision of the Services;
- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Develop any third-party applications or use any unauthorized third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;
- Use any data mining, robots or similar data gathering or extraction methods; or
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.
- Payment

If you use our Services, you will be charged a fee for the Services as described on our website. If you are paying by credit card, you authorize us (or our third party payment processor) to charge your credit card the fees for the Services. All fees payable for the Services are denominated and will be paid in United States Dollars.

- Limited License; Copyright and Trademark

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, slogans and other content contained therein, including these Terms (collectively, the “**PBS Content**”) are owned by or licensed to Aerobids LLC and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, Aerobids LLC reserves all rights in and to our Services and the PBS Content. Subject to your compliance with these Terms, you are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services and PBS Content. The license granted by us is subject to these Terms and does not include any right to (a) sell, resell or commercially use our Services or PBS Content; (b) copy, reproduce, distribute, publicly perform or publicly display PBS Content, except as expressly permitted by us; (c) modify the PBS Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Services or PBS Content; (d) use any data mining, robots or similar data gathering or extraction methods; and (e) use our Services or PBS Content other than for their intended purposes. Any use of our Services or PBS Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein.

- Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Aerobids LLC, our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and specialists and the airline for which you are bidding (individually and collectively, the “**PBS Parties**”) from and against any loss, liability, claim, demand, damages, expenses or costs (“**Claims**”) arising out of or related to your access to or use of our Services in violation of these Terms. You will promptly notify the PBS Parties of any third party Claims, cooperate with the PBS Parties in defending such Claims

and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). The PBS Parties will have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Aerobids LLC or the other PBS Parties, if applicable.

- Disclaimers

You acknowledge that Aerobids LLC does not own, create or control the ultimate scheduling decision of any airline and that you are responsible for your own schedule bid.

**Your use of our Services is at your sole risk. Our Services are provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Aerobids LLC does not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While Aerobids LLC attempts to make your access to and use of our Services safe, we cannot and do not represent or warrant that our Services are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Services and your ultimate schedule from the airline.**

- Limitation of Liability

**Neither Aerobids LLC, the PBS Parties nor you will be liable to the other under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if Aerobids LLC has been advised of the possibility of such damages.**

**The total liability of either party and the PBS Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the amount paid, if any, by you to access or use our Services.**

**The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of Aerobids LLC or the PBS Parties or for any other matters in which liability cannot be excluded or limited under applicable law.**

- Release

To the fullest extent permitted by applicable law, you release Aerobids LLC and the PBS Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to your ultimate schedule.

- Dispute Resolution; Binding Arbitration

**Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Aerobids LLC and limits the manner in which you can seek relief from us.**

You and Aerobids LLC waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court. Instead, all disputes arising out of or relating to these Terms or our Services will be resolved through confidential binding arbitration held in Fort Worth, Texas in accordance with the Streamlined Arbitration Rules and Procedures (“**Rules**”) of the Judicial Arbitration and Mediation Services (“**JAMS**”), which are available on the JAMS website. You either acknowledge and agree that you have read and

understand the rules of JAMS or 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 and Aerobids LLC agree that any dispute arising out of or related to these Terms or our Services is personal to you and Aerobids LLC and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.**

You and Aerobids LLC agree that these Terms affect interstate commerce and that the enforceability of this Section 10 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (the “**FAA**”), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You and Aerobids LLC agree that for any arbitration you initiate, you will pay the filing fee and the all JAMS fees and costs. For any arbitration initiated by Aerobids LLC, Aerobids LLC will pay the filing fee and all JAMS fees and costs. You and Aerobids LLC agree that the state or federal courts of the State of Texas and the United States sitting in Fort Worth, Texas have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR OUR SERVICES MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND Aerobids LLC WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.

- **Governing Law and Venue**

These Terms and your access to and use of our Services will be governed by and construed and enforced in accordance with the laws of Texas, without regard to conflict of law rules or principles (whether of Texas or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration will be resolved in the state or federal courts of Texas and the United States, respectively, sitting in Fort Worth, Texas.

- **Changes to these Terms**

We may make changes to these Terms from time to time. If we make changes, we will provide you notice by posting the amended Terms to our Services and updating the “Last Updated” date above. Unless we say otherwise in our notice of changes, the amended Terms will be effective immediately and your continued access to and use of our Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Services.

- **Termination**

We reserve the right, without notice and in our sole discretion, to (a) terminate your right to access or use our Services in the event your use is in violation of these Terms or (b) discontinue, temporarily or permanently, any portion of our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

- Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

- Miscellaneous

These Terms constitute the entire agreement between you and Aerobids LLC relating to your access to and use of our Services. The failure of Aerobids LLC to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.