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**A. TERMS APPLICABLE TO ALL USERS**

**1. Overview**

YOUR USE OF THIS WEBSITE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTING AND AGREEING TO THESE TERMS OF USE.

For users who are not registered with this Website, your use of the Website will be deemed to be acceptance of the Terms of Use, Section A.

For users who are registered with the Website, your use of the Website shall be subject to (i) certain designated terms (see Section B below) in addition to those terms applicable to all users and (ii) shall be further conditioned on your [clicking the "I AGREE TO THE TERMS OF USE" button at the end of these Terms of Use].

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**2. Changes to Terms**

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**3. Jurisdiction**

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## 11. Separate Agreements

You may have other agreements with **Intrepid MRO LLC**. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with **Intrepid MRO LLC**.

## 12. DMCA Copyright Policy and Copyright Agent

**Intrepid MRO LLC** respects the intellectual property rights of others. If you believe something on this Site has infringed your intellectual property rights, please notify our agent and provide the following information:

- i **(i)** A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii **(ii)** Identification of the copyrighted work claimed to have been infringed.
- iii **(iii)** Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled.
- iv **(iv)** Address, telephone number, and, if available, an electronic mail address where we may contact you.
- v **(v)** A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- vi **(vi)** A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. The Site's Copyright Agent can be reached at:





**Name: Santiago Varona**

Address: 2900 Hunter St. Fort Myers FL, 33916

Phone: 239-977-8870

Fax: 239-977-0066

**Email: [svarona@intrepidmro.com](mailto:svarona@intrepidmro.com)**

### **13. U.S. Resident**

You represent that you are a United States resident.

### **14. No Professional Advice**

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### **15. Users Disputes**

You are solely responsible for your interactions with other Users. **Intrepid MRO LLC** reserves the right, but has no obligation, to monitor disputes between you and other Users.

### **16. User Submissions and Communications; Public Areas:**

You acknowledge that you own, solely responsible or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify **Intrepid MRO LLC** or its affiliates for all claims resulting from content you supply.

If you make any submission to an area of the Website accessed or accessible by the public ("Public Area") or if you submit any business information, idea, concept or invention to **Intrepid MRO LLC** by email, you automatically represent and warrant that the owner of such content or intellectual property has expressly granted **Intrepid MRO LLC** a royalty-free, perpetual, irrevocable, worldwide nonexclusive



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Some of the forums (individual bulletin boards and posts on the social network, for instance) on the Website are not moderated or reviewed. Accordingly, Users will be held directly and solely responsible for the content of messages that are posted. While not moderating the forums, the Site reviewer will periodically perform an administrative review for the purpose of deleting messages that are old, have received few responses, are off topic or irrelevant, serve as advertisements or seem otherwise inappropriate. **Intrepid MRO LLC** has full discretion to delete messages. Users are encouraged to read the specific forum rules displayed in each discussion forum first before participating in that forum.

**Intrepid MRO LLC** reserves the right (but is not obligated) to do any or all of the following:

- a) Record the dialogue in public chat rooms.
- b) Examine an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
- c) Remove communications that are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms of Use.
- d) Terminate a Member's access to any or all Public Areas and/or the **Intrepid MRO LLC** Site upon any breach of these Terms of Use.
- e) Monitor, edit, or disclose any communication in the Public Areas.
- f) Edit or delete any communication(s) posted on the **Intrepid MRO LLC** Site, regardless of whether such communication(s) violate these standards.

**Intrepid MRO LLC** reserves the right to take any action it deems necessary to protect the personal safety of our guests or the public. **Intrepid MRO LLC** has no liability or responsibility to users of the **Intrepid MRO LLC** Website or any other person or entity for performance or nonperformance of the aforementioned activities.



## 17. Arbitration

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any **Intrepid MRO LLC** confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms of Use or this Website shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in Fort Myer, Florida USA.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorization of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorization of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

## 18. Limitation of Liability

YOUR USE OF THE CONTENT IS AT YOUR OWN RISK. **Intrepid MRO LLC** SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT (EVEN IF **Intrepid MRO LLC** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION,





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### **19. Indemnity**

You agree to defend, indemnify, and hold **Intrepid MRO LLC**, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

#### **B. ADDITIONAL TERMS APPLICABLE ONLY TO REGISTERED USERS**

##### **1. Accounts and Security**

**Intrepid MRO LLC** does not warrant that the functions contained in the service provided by the Website will be uninterrupted or error-free, that defects will be corrected or that this service or the server that makes it available will be free of viruses or other harmful components.

As part of the registration process, each user will select a password (“Password”) and Login Name (“Login Name”). You shall provide **Intrepid MRO LLC** with accurate, complete, and updated Account information. Failure to do so shall constitute a breach of this Terms of Use, which may result in immediate termination of your Account.

You may not:

- (a) select or use a Login Name of another person with the intent to impersonate that person.
- (b) use a name subject to the rights of any other person without authorization.



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(c) use a Login Name that Website, in its sole discretion, deems inappropriate or offensive.

You shall notify **Intrepid MRO LLC** of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password. You shall be responsible for maintaining the confidentiality of your password.

Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your Account, at **Intrepid MRO LLC's** sole discretion, and you may be reported to appropriate law-enforcement agencies.

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