



## Website Terms of Use

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- You are the sole author any content you post and that you have all necessary intellectual property rights with regard to the content you post;
- you have voluntarily waived all “moral rights” that you may have in such content;
- you have posted all accurate and truthful content;
- you are at least 13 years old; and
- use of the content you supply does not violate the Terms of Use and will not cause injury to any person or entity.

Additionally, all content submitted by you shall not:

- Be false, inaccurate, or misleading;
- infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- violate any law, statute, ordinance or regulation (including but not limited to those governing consumer protection, unfair competition or false advertising);
- be (or be reasonably considered to be) defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation;
- include any information that references other websites, addresses, email addresses, contact information or phone numbers; or
- contain any computer viruses, worms or other potentially damaging computer programs or files.

You further agree that SmartSky (and its officers, directors, equity owners, agents, creditors, subsidiaries, joint ventures, employees and third-party service providers) is not legally responsible for any and all kinds of claims, demands, and damages (actual, incidental and consequential). This may include but is not limited to attorneys' fees arising out of a breach of your representations and warranties set forth above, or your violation of any law or the rights of a third party.

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- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
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## NOTICES

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You agree that SmartSky's remedy at law for any actual or threatened breach of these Terms of Use would be inadequate and that SmartSky shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that SmartSky may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including attorneys' fees. No right or remedy of SmartSky shall be exclusive of any other, whether at law or in equity, including damages injunctive relief, attorneys' fees and expenses. No instance of waiver by SmartSky of its rights or remedies under these Terms of Use shall imply any obligation to grant any similar, future or other waiver.

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This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, excluding that body of law known as choice of law, and shall be binding upon the parties hereto in the United States and worldwide. All disputes with respect to this Agreement shall be brought and heard either in the North Carolina state courts located in Mecklenburg County, North Carolina, or the Federal District Court for the Western District of North Carolina located in Mecklenburg County, North Carolina. The parties to this Agreement each consent to the in personam jurisdiction and venue of such courts. The parties agree that service of process upon them in any such action may be made if delivered in person, by courier service, by telefacsimile or by first class mail, and shall be deemed effectively given upon receipt. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Website or these Terms of Use must be filed within one (1) year after such claim or cause of action arises.

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#### CONTACTING SMARTSKY

If you have any questions or concerns about the Website or these Terms of Use, you can reach SmartSky through the following mailing address, telephone number or email:

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