

WEBSITE TERMS AND CONDITIONS OF USE

Effective: November 4, 2024

YOUR ACCESS TO AND/OR USE OF THIS SITE (THE “MRO HOLDINGS GROUP SITE”) OR ANY CONTENT PROVIDED HEREON, INCLUDING, WITHOUT LIMITATION, SUBMISSION OF YOUR CONTACT INFORMATION, CONSTITUTES YOUR AGREEMENT WITH AND ACCEPTANCE OF THE TERMS AND CONDITIONS PROVIDED BELOW (THE “TERMS”) GOVERNING USE OF THE MRO HOLDINGS GROUP SITE. YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL CONTRACTING AGE AND HAVE LEGAL CAPACITY TO CONTRACT.

UNLESS YOU OPT OUT OF ARBITRATION WITHIN THIRTY (30) DAYS AFTER YOU FIRST AGREE TO THESE TERMS BY FOLLOWING THE OPT-OUT PROCEDURES SPECIFIED IN THE ARBITRATION TERMS PROVIDED IN SECTION XII BELOW, AND EXCEPT FOR CERTAIN TYPES OF CLAIMS DESCRIBED IN SECTION XII BELOW, YOU AGREE THAT ANY AND ALL DISPUTES AND CLAIMS BETWEEN YOU AND MRO HOLDINGS INC. (“MRO HOLDINGS,” “WE” OR “US”) OR ANY OF ITS AFFILIATES AND/OR SUBSIDIARIES, INCLUDING WITHOUT LIMITATION DISPUTES OR CLAIMS RELATED TO THESE TERMS AND/OR YOUR USE OF THE MRO HOLDINGS GROUP SITE (EXCEPT AS OTHERWISE PROVIDED IN SECTION XII BELOW) AND ANY OTHER DISPUTES OR CLAIMS BETWEEN YOU AND MRO HOLDINGS OR ANY OF ITS AFFILIATES WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION COMMERCIAL ARBITRATION RULES EXCLUSIVELY IN THE CITY OF NEW YORK, STATE OF NEW YORK, UNITED STATES OF AMERICA, AND YOU HEREBY EXPRESSLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST MRO HOLDINGS, ANY OF ITS AFFILIATES OR ANY OF ITS SUBSIDIARIES, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

We may modify the Terms as well as discontinue, withdraw, replace or change any content provided via the MRO Holdings Group Site at any time, and your continued access and use of the MRO Holdings Group Site thereafter constitutes your acceptance of such changes. **IF YOU DO NOT AGREE WITH THE TERMS, YOU ARE NOT AUTHORIZED TO USE THE MRO HOLDINGS GROUP SITE AND MUST TERMINATE YOUR ACCESS AND USE OF THE SITE IMMEDIATELY.**

I. DESCRIPTION OF MRO HOLDINGS AND ITS SUBSIDIARIES AND THE MRO HOLDINGS GROUP SITE

The MRO Holdings Group Site provides information regarding MRO Holdings’ and its subsidiaries’ services, as well as other information such as our philosophy, our history, information regarding our leadership team and our community, information on our facilities and job opportunities. MRO Holdings is a Panamanian company and has no presence or operations in the U.S. Its subsidiaries are separate legal operating entities and include Aeroman based in El Salvador, MRO Solutions based in El Salvador, Flightstar Aircraft Services based in Jacksonville, Florida, TechOpsMX based in Queretaro, Mexico and North State Aviation based in Winston-Salem, North Carolina, each of which operates in its respective countries. Neither MRO Holdings nor any of its separate subsidiaries is responsible for products or services provided by the other subsidiaries. Information obtained via the MRO Holdings Group Site is for your individual use only and may not be further reproduced, published, transmitted or disseminated without our prior written consent.

II. AUTHORIZATION TO ACCESS THE MRO HOLDINGS GROUP SITE

The MRO Holdings Group Site is provided by a Panamanian entity. Accessing the MRO Holdings Group Site is done at your own risk. You are solely responsible for compliance with your jurisdictions laws. You consent to the transmission and/or transfer of data relating to you and communications across all applicable international boundaries.

III. USE OF MRO HOLDINGS GROUP SITE

You may use the MRO Holdings Group Site only if you are above the legal age of majority and are otherwise capable of entering into a legally binding agreement with us with respect to these Terms. Your use of the MRO Holdings Group Site must be in compliance with these Terms and all applicable laws.

As a condition of your use of the MRO Holdings Group Site, you represent, warrant and covenant to MRO Holdings that you will not use the MRO Holdings Group Site for any purpose that is unlawful or prohibited by these Terms. You may not use the MRO Holdings Group Site in any manner that could damage, disable, overburden, or impair the MRO Holdings Group Site or interfere with any other party's use and enjoyment of the MRO Holdings Group Site. Furthermore, you will not replicate, duplicate, copy or clone any content on the MRO Holdings Group Site, or the MRO Holdings Group Site, in any way or form. You will not use the MRO Holdings Group Site for the purpose of obtaining information in order to create your own business or site offering the same or substantially the same products or services.

By way of example, and not as a limitation, you agree that when using the MRO Holdings Group Site and when submitting any information or content to the MRO Holdings Group Site, you will not:

- Use a robot, spider or other automated device, process or means to access the MRO Holdings Group Site, or defame, abuse, harass, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Send any type of malware, viruses, corrupted files, or any other similar software or programs that may damage the operation of the MRO Holdings Group Site or third party systems.
- Send false or misleading information.
- Send messages that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary authorizations.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any products, services or other material or content that is provided to or by you via the MRO Holdings Group Site.
- Restrict or inhibit any other user from using and enjoying the MRO Holdings Group Site.

- Harvest or otherwise collect information about others, including contact information such as e-mail addresses, for the purpose of building “contact” or “lead” lists.
- Violate any applicable laws or regulations.

You are in no way authorized to:

- copy, modify, or create derivative works of the MRO Holdings Group Site.
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any information or content of the MRO Holdings Group Site to any person, unless expressly authorized by MRO Holdings or any of its affiliates or subsidiaries.
- reverse engineer, disassemble, decompile, decode, adapt the MRO Holdings Group Site or otherwise attempt to derive or gain access to the source code of the MRO Holdings Group Site.
- bypass or breach any security device or protection used by the MRO Holdings Group Site.
- damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the MRO Holdings Group Site, in whole or in part.
- remove, delete, alter, or obscure any trademarks, documentation or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the MRO Holdings Group Site.
- access or use the MRO Holdings Group Site in any manner that violates any applicable law.
- access or use the MRO Holdings Group Site in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the MRO Holdings Group Site could lead to personal injury or severe physical or property damage.
- access or carry out any other action which is contrary to these Terms.

MRO Holdings shall have no obligation to monitor the usage of the MRO Holdings Group Site. However, MRO Holdings reserves the right to review any communications or submissions directed to the MRO Holdings Group Site and to remove any of same in its sole discretion. MRO Holdings reserves the right to terminate your access to the MRO Holdings Group Site at any time without notice for any reason whatsoever. MRO Holdings further reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in its sole discretion.

Materials presented on the MRO Holdings Group Site are subject to limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations. You may not use the MRO Holdings Group Site or its content to send unsolicited e-mail to any recipient that has not specifically made its e-mail available for such purposes. The forwarding or propagation of chain letters of

any type (including charity requests or petitions for signatures) is prohibited. "Mailbombing" (i.e., flooding the site with large or numerous e-mail messages) is prohibited.

IV. CHANGES TO CONTENT; MODIFICATION, SUSPENSION OR TERMINATION OF ACCESS TO THE MRO HOLDINGS GROUP SITE

The MRO Holdings Group Site and content provided via the MRO Holdings Group Site and/or your access thereto may be suspended or terminated at our sole discretion without notice and for any reason. Termination may be caused by conduct that we determine, at our discretion, violates these Terms or any applicable law, is harmful to our interests or another user or if we no longer offer the MRO Holdings Group Site or our services.

V. INFORMATION PROVIDED TO THE MRO HOLDINGS GROUP SITE

MRO Holdings does not accept any unsolicited suggestions for products, services or other concepts or ideas relating to MRO Holdings', its subsidiaries, or its affiliates' business, from any third parties. In the event that you nevertheless submit any ideas, suggestions or other information relating to an existing or new product, service or other information in which proprietary rights could be claimed, via the MRO Holdings Group Site (collectively, a "Submission"), you agree that MRO Holdings will become, as between you and MRO Holdings, the sole and exclusive owner of all rights, title and interests with respect to such Submission without the requirement of any compensation or attribution to you of any kind now or in the future. You agree to waive and forfeit to MRO Holdings all rights to the Submission and the concepts embodied therein. You also unconditionally assign and transfer to MRO Holdings any and all rights, title, interest and claim, which you now have, or may in the future have, to the Submission or any element(s) thereof including, without limitation, any copyright, trade secret, patent right, or other intellectual property or proprietary right therein. MRO Holdings will have the right to use, assign or dispose of the Submission in its sole and absolute discretion without your approval. You further agree to waive any and all rights against MRO Holdings or any of its affiliates relating to the Submission and further covenant not to pursue any claim, action or proceeding of any kind or nature whatsoever against MRO Holdings or any of its affiliates relating to the Submission. By submitting any content containing your name, image, likeness, voice and biographic materials, you grant to MRO Holdings the right to use same as well as any other form of Submission for advertising, publicity and promotional purposes including, without limitation, online announcements and postings without compensation, unless prohibited by law.

Additionally, by registering, posting, uploading, inputting or otherwise submitting your name, address and other contact information or any other content that you may provide to the MRO Holdings Group Site, you grant to MRO Holdings and its contractors and their respective affiliated companies permission to use such information and content in connection with the operation of the MRO Holdings Group Site and marketing of our services to you, including contacting you and sending you emails and other communications. No compensation will be paid with respect to the use of such information or content. Said permission is transferable by MRO Holdings to an acquirer in connection with a business or asset sale. MRO Holdings is under no obligation to post or use any information or content that you may provide and may remove any such information or content at any time in its sole discretion. By posting, uploading, inputting, providing or submitting such information or content, you represent and warrant that you are of legal contracting age, that you own or otherwise control all of the rights to such information and content as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such information and content and that such information and content does not infringe or otherwise violate any third party intellectual property or other right.

Always use caution when giving out any personally identifying information about yourself via any website. MRO Holdings does not control or endorse the content, messages or information found in any communication sent by you to the MRO Holdings Group Site or to you from any third party and, therefore, MRO Holdings specifically disclaims any liability with regard to such communications and any actions resulting from your participation in any such communication. Managers and hosts are not authorized MRO Holdings spokespersons, and their views do not necessarily reflect those of MRO Holdings.

When you visit the MRO Holdings Group Site or send e-mails to MRO Holdings, you are communicating with MRO Holdings electronically, and by doing so, you consent to receive communications from MRO Holdings electronically. MRO Holdings may communicate with you by email or by other means. You agree that all agreements, notices, disclosures and other communications that MRO Holdings provides to you electronically satisfy any legal requirement that such communications be in writing.

You agree that MRO Holdings may also disclose your personally identifiable information as is necessary to: (a) comply with a subpoena or court order; (b) cooperate with law enforcement or other government agency; (c) establish or exercise our legal rights; (d) protect the property or safety of our company and employees, contractors, vendors, and suppliers; (e) defend against legal claims; (f) help with internal and external investigations; or (g) as otherwise required by law or permitted by law. MRO Holdings reserves the right to disclose your personally identifiable information to its successors-in-interest or in connection with a merger or acquisition transaction, or change of control.

VI. SECURITY

MRO Holdings reserves the right to take all action, as it deems necessary or reasonable to maintain the security of the MRO Holdings Group Site, including without limitation, suspending access to or use of the MRO Holdings Group Site. If MRO Holdings communicates with you via unencrypted email from time to time at your request and/or with your consent, the communication is not secure, is not stored securely, and the information contained may be viewed by others. You acknowledge that by requesting information by email, you agree that we may transmit it to you from time to time and store it in an unencrypted form and manner. In no event will MRO Holdings be liable to you or any third party for any liability or damage resulting from or arising out of: (i) any action or inaction of MRO Holdings under this provision; (ii) any compromise of the confidentiality of your information and; (iii) any action or inaction by us regarding your access to or use of the MRO Holdings Group Site.

You may not tamper with the MRO Holdings Group Site or commit unauthorized intrusion into any part of MRO Holdings Group Site. Acts of interference, including but not limited to, password cracking, denial-of-service attacks (sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, etc.) are prohibited. You acknowledge and agree that the MRO Holdings Group Site may be inaccessible or inoperable from time to time due to maintenance, upgrades, hardware or software malfunctions or failures, Internet or other telecommunications issues, system or network congestion, third party attacks or other issues and MRO Holdings shall have no liability with respect thereto.

VII. THIRD PARTY CONTENT AND SERVICES

These Terms govern the use of MRO Holdings Group Site content. You may also be required to confirm acceptance of additional terms provided by third parties if accessing other sites via the MRO Holdings Group Site. These Terms do not apply to other websites which are subject to separate terms.

Through the MRO Holdings Group Site, you may have the ability to access content provided by third parties and links to websites and services maintained by third parties. MRO Holdings cannot guarantee that such third-party content, websites or services will be free of malware, or other malicious code that may harm your computer, mobile device, or any files therein. We disclaim any responsibility or liability related to your access or use of, or inability to access and use, such third-party content.

VIII. INTELLECTUAL PROPERTY

All information and materials on the MRO Holdings Group Site, including without limitation the text, graphic, logos, and all other audible, visual or downloadable materials, as well as the selection, organization, coordination, compilation and overall look and feel of the MRO Holdings Group Site, and our branding are the intellectual property of MRO Holdings and/or its affiliates or licensors. Copyright © 2023 MRO Holdings Inc. and/or its subsidiaries, affiliates or licensors. All rights reserved. None of the content of the MRO Holdings Group Site may be copied, downloaded, transmitted or otherwise be reproduced, disseminated or exploited in any form or manner without the express prior written permission of MRO Holdings. The information and materials are protected by copyright and other intellectual property laws and all ownership rights remain with MRO Holdings, its affiliates, subsidiaries or licensors, as applicable.

The MRO HOLDINGS, MROH, AEROMAN, FLIGHTSTAR, TECHOPSMX, TECHOPS, NORTH STATE and MRO SOLUTIONS word marks and logos and our other product or service brands used on the MRO Holdings Group Site are trademarks of MRO Holdings or its affiliates and licensors. All rights not expressly granted herein are reserved. No interest or right to use any such trademarks is acquired by accessing the MRO Holdings Group Site. The MRO Holdings Group Site may also contain trademarks owned by various third parties. Nothing contained on the MRO Holdings Group Site or in these Terms serves to grant to you, by implication or otherwise, any license or right to use any trademarks or intellectual property rights without the prior written permission of MRO Holdings.

IX. DISCLAIMERS

THE MRO HOLDINGS GROUP SITE AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. MRO HOLDINGS SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. MRO HOLDINGS DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT ON THE MRO HOLDINGS GROUP SITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. MRO HOLDINGS FURTHER DISCLAIMS ANY AND ALL LIABILITY RELATED TO YOUR ACCESS TO OR USE OF THE MRO HOLDINGS GROUP SITE OR ANY RELATED CONTENT OR DATA. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE MRO HOLDINGS GROUP SITE AND/OR SUCH CONTENT IS AT YOUR OWN RISK.

X. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MRO HOLDINGS AND ITS AFFILIATES AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE MRO HOLDINGS GROUP SITE; (B) ANY CONDUCT OR CONTENT ON THE MRO HOLDINGS GROUP SITE OR ANY SITE LINKED TO FROM THE

MRO HOLDINGS GROUP SITE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF ANY INFORMATION PROVIDED TO MRO HOLDINGS. IN NO EVENT SHALL MRO HOLDINGS' OR ITS AFFILIATES' AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE MRO HOLDINGS GROUP SITE EXCEED THE AMOUNT PAID BY YOU TO MRO HOLDINGS RELATED TO USE OF THE MRO HOLDINGS GROUP SITE, IF ANY. YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE MRO HOLDINGS GROUP SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

XI. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless MRO Holdings, its subsidiaries, affiliates and licensors and their respective employees, agents, successors, officers, managers, representatives, successors and assigns (collectively, the "MRO Holdings Indemnified Parties") from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney's fees and other legal expenses) that they may sustain or incur arising from your use of the MRO Holdings Group Site, your failure to comply with any applicable laws and regulations, your breach of any of your representations, warranties or obligations set forth in this Agreement, or any other act or omission by you. Notwithstanding the foregoing, you shall not settle any such claim, suit or proceeding without the written consent of the applicable MRO Holdings Indemnified Parties. As used in these Terms, "affiliate" means any person or entity directly or indirectly controlling or having the power to control, or controlled by or being under common control with another person or entity. For this purpose, "control" means the direct or indirect possession of power to direct or cause the direction of the management or policies of such party, whether through ownership or stock or other securities, by contract or otherwise. Ownership of more than fifty percent (50%) of the beneficial interest of an entity shall be conclusive evidence that control exists.

XII. GENERAL TERMS

Governing Law; Arbitration; Class Action Waiver; Jurisdiction and Venue

These Terms shall be governed by and construed in accordance with the laws of the State of New York without resort to its conflict of law provisions or any other rule or interpretation that would result in the application of the laws of another jurisdiction.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION TERMS PROVIDED BELOW IN ACCORDANCE WITH THE OPT OUT SECTION BELOW.

The term "Dispute" means any dispute, claim or controversy between you and us or our officers, directors, employees or agents, that arises out of these Terms, or the use of the MRO Holdings Group Site, regardless of legal theory, and includes claims that accrued before the date you entered into these Terms as well as claims relating to the interpretation, validity, enforcement or scope of the Agreement to arbitrate disputes contained in this section. The term "Dispute" is to be interpreted in the broadest sense allowed by law. The only disputes excluded from this broad provision are intellectual property claims and claims by us for injunctive or other equitable relief as provided below.

Regardless of how, when or where you access the MRO Holdings Group Site, by agreeing to these Terms, you agree to resolve any and all disputes with us as follows:

Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration or litigation. You can reach us by email at legalmroh@mroholdings.com or by regular mail at MRO Holdings Inc., Attention: MRO Holdings, Inc Edificio AFRA, Av. Samuel Lewis Calle 54, Panama City, Panama 0816-01085. Except for intellectual property claims and claims by us seeking injunctive or other equitable relief requiring immediate action, you and we agree to use their best efforts to resolve all disputes in good faith negotiations between them, which both agree is a precondition to either initiating an arbitration or lawsuit.

Binding Arbitration. Unless you opt out of arbitration in accordance with the terms provided above, if we cannot resolve the Dispute with you within thirty (30) days of when we start informal Dispute resolution, then you and we agree that the Dispute shall be resolved exclusively by binding arbitration which may be begun by either you or us. The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect except as modified by these Terms, and excluding any rules or procedures governing or permitting class or representative actions. Said rules are posted at <https://adr.org/sites/default/files/Commercial%20Rules.pdf>. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all such disputes and has the power to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

Opt-Out of Arbitration. You may opt out of the binding arbitration described in this section by sending us written notice that you are opting out of binding arbitration (an "Arbitration Opt-Out Notice") by email at legalmroh@mroholdings.com or regular mail at MRO Holdings Inc., Attention: MRO Holdings, Inc., Edificio AFRA, Av. Samuel Lewis Calle 54, Panama City, Panama 0816-01085 within thirty (30) days following the date you first agree to these Terms. If you don't provide us with an Arbitration Opt-Out Notice within such thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except with regard to the exceptions noted in the "Exceptions" section below. Any Arbitration Opt-Out Notice received after such thirty (30) day period shall not be valid or enforceable.

In the event that you provide to us a timely Arbitration Opt-Out Notice or the arbitration terms of these Terms are held not to be applicable, then you and we agree that the exclusive jurisdiction and venue for any Dispute will be the courts located in New York, New York, USA, and each of the parties hereto waives any objection to jurisdiction and venue in such courts. In such event, you and we further waive the right to a jury trial.

Starting an Arbitration. To start an arbitration, you must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at www.adr.org); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to the American Arbitration Association (see www.adr.org for the applicable address, or for online filing); and (c) send one copy of the Demand for Arbitration to us at MRO Holdings Inc., Attention: MRO Holdings, Inc, Edificio AFRA, Av. Samuel Lewis Calle 54, Panama City, Panama 0816-01085 and a copy by email to legalmroh@mroholdings.com.

You and we each understand that, absent the arbitration provision in this section, each has the right to sue in court and have a jury trial. You also acknowledge that unless you opt out of arbitration in accordance with the opt-out terms provided above, you are giving up the right to a jury trial and understand that the costs of arbitration and right to pre-trial discovery is more limited than many courts

permit. You and we will either select one mutually acceptable arbitrator or, if the we do not agree to a single arbitrator, each party shall select one arbitrator and the two arbitrators selected by the parties shall select a third arbitrator, and the arbitration shall be held before the three arbitrators, and shall be decided by vote of the three arbitrators with a vote of the majority of the arbitrators required for a decision. UNLESS YOU OPT OUT IN ACCORDANCE WITH THE OPT-OUT TERMS PROVIDED ABOVE, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OR THE SERVICES AND ANY OTHER CLAIM OR DISPUTE BETWEEN YOU AND US, EXCEPT FOR THE EXCEPTIONS SPECIFIED BELOW WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AS PROVIDED HEREIN. UNLESS YOU PROVIDE AN ARBITRATION OPT-OUT NOTICE TO US IN ACCORDANCE WITH THE OPT-OUT TERMS PROVIDED ABOVE, YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO LITIGATE CLAIMS (OTHER THAN THOSE NOTED IN THE EXCEPTIONS BELOW) THROUGH A COURT BEFORE A JUDGE OR JURY. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

Location of Arbitration. You and we both agree that arbitration between us and you shall take place in the city of New York, state of New York, USA.

Class Action Waiver. You and we agree that any and all arbitrations shall be conducted in their individual capacities only and not as a class action or other representative action, and you and we expressly waive the right to file a class action or seek relief on a class basis or any other representative basis. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of such parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than all parties to the arbitration, or resolve any Dispute of anyone other than any such party; nor (b) make an award for the benefit of, or against, anyone other than any such party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this specific paragraph, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. YOU AND WE AGREE THAT EACH 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 OR REPRESENTATIVE PROCEEDING, EVEN IF THE DISPUTE OR DISPUTES THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT.

If any court or arbitrator determines that the arbitration, jury trial waiver or class action waiver provisions of these Terms are void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception:

Litigation of Intellectual Property Claims and Claims By Us Seeking Injunctive or Other Equitable Relief. We may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property, and claims for injunctive or other equitable relief in the courts located in the city of New York, State of New York, USA, and you consent to such venue and

personal jurisdiction therein for any such proceedings and waive any claim, argument or defense that such courts constitute an improper or inconvenient venue for such proceedings.

Survival. This arbitration and class action waiver section will not be affected by any termination of your use of the MRO Holdings Group Site and will survive termination of the relationship between you and us.

Revisions to the Terms

We reserve the right to revise the Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting on the MRO Holdings Group Site or other notification to you. Your continued use of the MRO Holdings Group Site after publication of such changes, constitutes binding acceptance of the revised Terms. Where reasonably practicable we will provide advance notice of any change in material Terms.


Severability; Waiver

Any products, services, offers or promotions offered by MRO Holdings are void where prohibited by law. If any provision of the Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these Terms and shall not affect the validity and enforceability of any remaining provisions. The provision held to be unlawful, void or unenforceable shall be modified if possible to the extent necessary to become enforceable and the modified provision shall be deemed to form part of these Terms from inception without further action being required. No waiver, express or implied, by either party of any breach of or default under these Terms will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default. No waiver shall be valid unless given in writing signed by us or posted by us on the MRO Holdings Group Site in an update to these Terms. Our failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights.

Force Majeure

We will not be liable for any failure or delay in our performance under these Terms or any other obligation due to any cause beyond our reasonable control, including act of war, acts of God, earthquake, storms or other weather or natural events, embargo, riot, sabotage, terrorism, epidemic, pandemic, labor shortage or dispute or other industrial disturbances, systemic electrical, telecommunications network issues, or other utility failures, governmental act or failure of the Internet, provided that we: (i) give you prompt notice of such cause, and (ii) use our reasonable commercial efforts to correct promptly such failure or delay in performance.

Notice for California Users

Under California Civil Code Section 1789.3, our name, address and telephone number are provided below and the fees charged for the use of any products or services is provided to you when registering for or buying the particular products or services. California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Products of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 .

XIII. PRIVACY POLICY

Our Privacy Policy is posted at www.mroholdings.com, and is incorporated herein and made a part of these Terms. Our Privacy Policy describes our policies regarding the collection, receipt, access, storage, sharing, processing, disclosure, transfer and use of “Personal Information” (i.e., data that can be used on its own or with other information to identify you) that you provide to us when you use the MRO Holdings Group Site, as well as the various means by which we collect, receive, access, store, share, process, disclose, transfer and use your Personal Information, and your choices regarding collected Personal Information.

You must read and agree to the Privacy Policy before and as a condition to using the MRO Holdings Group Site or otherwise interacting with us. By using the MRO Holdings Group Site and/or clicking to agree to these Terms, you agree to our Privacy Policy and consent to the treatment of your Personal Information and other information as described therein.

XIV. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to our rights under the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512, we have designated a copyright agent to receive copyright infringement notices for claims of infringement related to materials found on the MRO Holdings Group Site.

THE FOLLOWING PROCEDURES APPLY ONLY FOR NOTIFICATIONS TO US THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED BY ANY CONTENT CONTAINED IN THIS WEBSITE. ALL OTHER INQUIRIES, SUCH AS REQUESTS FOR TECHNICAL ASSISTANCE, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

What you must do:

Written notification must be submitted to the following Designated Agent:

Service Provider:	<u>MRO Holdings Inc.</u> <u>www.mroholdings.com</u>
Name of Agent Designated to Receive Notification of Claimed Infringement:	Ana Carol de Benedetti, Esq.
Full Address of Designated Agent to Which Notification Should be Sent:	MRO Holdings Inc. Attn: Ana Carol de Benedetti, Esq. Edificio AFRA, Av. Samuel Lewis Calle 54, Panama City, Panama 0816-01085
Telephone Number of Designated Agent:	Meliora, S.A. de C.V: +503 2559-7200 Attn: Ana Carolina de Benedetti, Esq. / Lucia Martin, Esq.
Email Address of Designated Agent:	legalmroh@mroholdings.com

What your notification must include:

To be effective, the notification must include the following:

1. Your name, physical address, telephone number, e-mail address and name of contact person;
2. Identification of the copyrighted work(s) claimed to have been infringed;
3. 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, and information reasonably sufficient to permit us to locate the material;
4. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or under applicable law;
5. 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; and
6. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

What we will do upon receipt of proper written notification:

Upon receipt of the written notification containing the information as outlined above:

1. We will remove or disable access to the material that is alleged to be infringing;
2. We will forward the written notification to such alleged infringer; and
3. We will take reasonable steps to promptly notify the alleged infringer that it has removed or disabled access to the material.

How the alleged infringer can respond to us:

The alleged infringer can respond by submitting a written counter notification to our Designated Agent specified above.

What the counter notification must include:

To be effective, a counter notification from the alleged infringer must include the following:

1. The alleged infringer's name, address, and telephone number;
2. A statement the alleged infringer consents to the jurisdiction of federal district court for the judicial district in which we are located and that the alleged infringer will accept service of process from the person who provided notification or an agent of such person;
3. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
4. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as result of mistake or misidentification of the material to be removed or disabled; and
5. A physical or electronic signature of the alleged infringer.

What we will do upon receipt of proper counter notification:

Upon receipt of a counter notification containing the information as outlined above:

1. We will promptly provide the complaining party with a copy of the counter notification;
2. We will inform the complaining party that it will replace the removed material or cease disabling access to it within ten (10) business days; and
3. We will replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the counter notification, provided that our Designated Agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on the MRO Holdings Group Site.

XV. REPORTING VIOLATIONS; ENFORCEMENT

Any party seeking to report any violations of these Terms may contact us via e-mail at: legalmroh@mroholdings.com. When we become aware of an alleged violation of these Terms, we may initiate an investigation. Depending on the severity of the violation, we may, at our sole discretion, immediately restrict, suspend, or terminate your access to the MRO Holdings Group Site and/or pursue other civil remedies. If such violation is a criminal offense, we will notify the appropriate law enforcement agency of such violation.

XVI. SURVIVAL

The terms of Sections V and VIII-XVI shall survive termination or your use of the MRO Holdings Group Site.

XVII. CONTACT US

If you are experiencing technical difficulties using the MRO Holdings Group Site, please contact MRO Holdings by e-mail or postal mail as follows: MRO Holdings Inc., AFRA, Av. Samuel Lewis Calle 54, Panama City, Panama 0816-01085, or by email to legalmroh@mroholdings.com.