

Terms of Use

Last Updated: January 3, 2023

THESE TERMS OF USE ("TERMS") SET FORTH A LEGALLY BINDING AGREEMENT BETWEEN YOU AND KINGSTON-ULSTER AIRPORT, LLC (WE, US, OUR) THAT GOVERNS YOUR ACCESS TO AND USE OF ALL OUR SERVICES, WEBSITES, CONTENT, AND ACTIVITIES (COLLECTIVELY, "SERVICES"). BY ACCEPTING THESE TERMS, ACCESSING AND USING SERVICES, OR OTHERWISE INTERACTING WITH US IN CONNECTION THEREWITH, YOU:

(1) AGREE TO THESE TERMS PERSONALLY AND ON BEHALF OF ANY COMPANY OR OTHER LEGAL ENTITY ("ORGANIZATION") THAT YOU REPRESENT WHEN USING THE SERVICES, AND

(2) YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS AND TO BIND YOUR ORGANIZATION (IF APPLICABLE) TO THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SERVICES.

ARBITRATION NOTICE: THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT INCLUDING A WAIVER OF ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. PLEASE SEE THE [ARBITRATION AGREEMENT AND CLASS ACTION WAIVER](#) SECTION BELOW FOR ADDITIONAL DETAILS.

The Services

Kingston-Ulster Airport is a privately-owned, public-use airport that is deeply committed to the local community. The airport began operations on September 1, 1961, providing aviation services to the local community. Once a 20-foot-wide grass strip, the Kingston-Ulster Airport now offers a paved, 60-foot-wide runway with FBO services provided by Richmor Aviation.

Privacy Notice

Please view our [Privacy Notice](#), which applies to personal information processed about you in connection with the Services.

Modifications

We reserve the right to modify and update any aspect of the Services, at any time in our sole discretion. These Terms may be updated periodically for clarity or to reflect changes in the Services. We indicate at the top of this document when it was most recently updated. We encourage you to check this page frequently to review any changes. If we make changes, we will notify you via the change log below. In some cases, we may provide additional notice such as a statement on our homepage or an email. Your continued access to or use of the Services will constitute your acceptance of any modifications or updates.

Change Log

- August 24, 2022 - Terms of Use first published
- January 3, 2023 - Updated to reflect new entity name of Kingston-Ulster Airport, LLC

Minimum Age

You represent that you are at least 18 years of age (or the age of majority in the jurisdiction in which you reside). The Services are not intended for anyone under 18, and you may not use the Services if you are under 18.

Access to the Services

We may suspend or terminate your access to the Services for any reason or no reason, without prior notice to you, including but not limited to if you violate these Terms; if we suspect that you are using the Services in an unauthorized manner; or if you act in any way that would discredit or harm our reputation.

Our Content

The Services, and in particular all information, content, images, logos, trademarks, graphics, software, and other materials we make available in connection with the Services (collectively, the "Content") are the sole property of us or our affiliates or their

licensors and are protected by copyright, trademark, and other laws, both in the United States and in other countries.

The Content is provided for information purposes only and is not to be relied upon as professional opinion or advice. The Content is not guaranteed to be accurate, complete, reliable, current or error-free; use at your own risk.

You are granted a non-exclusive, non-transferable, revocable license to access and use the Content for personal, non-commercial purposes only. You may not reproduce, modify, republish, distribute, resell, broadcast, reverse-engineer, create derivative works from or otherwise exploit in any manner, in whole or in part, the Content. All rights not expressly granted by us are reserved by us, our affiliates and their licensors.

Other Services and Features

For your convenience and information, the Services may provide links to other services and features, including apps, tools, widgets, activities and plugins, which may be operated by entities not affiliated with us. We make no representations or warranties regarding any such service or feature. If you choose to access any link to other services or features, you understand that you are connecting directly to that service or feature and will be subject to any terms of use, policies and privacy practices of the party that operates the service or feature.

Feedback

If you provide or disclose to us any suggestions, ideas, or feedback (collectively, "Feedback") with respect to the Services or other potential products and services, you hereby grant to us and our affiliates, a worldwide, perpetual, irrevocable, transferable, nonexclusive, royalty-free license, with the right to sublicense, to use and exploit the Feedback for any purpose.

You shall not submit to us anything that you deem confidential, and under no circumstances will we be required to treat any Materials or portion thereof as confidential. If you would like to submit any confidential Materials to us, please contact us to discuss the possibility of entering into an appropriate confidentiality agreement.

Warranty Disclaimer

THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND THAT THE SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS, THE SERVICES WILL BE TIMELY, SECURE, ERROR FREE OR UNINTERRUPTED, THE SERVICES WILL BE FREE OF ANY MALWARE OR OTHER HARMFUL CODE, OR THE CONTENT OR RESULTS OBTAINED FROM THE SERVICES OR FROM US WILL BE ACCURATE, COMPLETE, OR RELIABLE.

WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES AND, ACCORDINGLY, THE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF YOU ARE A CONSUMER, ANY STATUTORY RIGHTS THAT CANNOT BE WAIVED BY YOU ARE UNAFFECTED BY THIS SECTION.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOST REVENUES, PROFITS CAPITAL OR OVERHEAD, ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), DELICT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF DAMAGES, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF SUCH JURISDICTION.

Indemnity

You agree to indemnify, defend and hold harmless us and our affiliates, successors and assigns, and each of their respective trustees, officers, directors, employees, agents, suppliers and representatives, from and against all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, expenses, damages, settlement funds, fines, penalties and associated costs and expenses, including reasonable

attorneys' fees, arising out of or related to (1) your use or misuse of the Services, including any Content; (2) your breach of these Terms; (3) Feedback submitted or provided to us; or (4) any use of your Feedback and/or our exercise of any rights granted to us. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section, in which event you agree to cooperate with any reasonable requests assisting our defense of such matter.

Release of Claims

You hereby release us and our affiliates, successors and assigns, and each of their respective trustees, officers, directors, employees, agents, suppliers and representatives from and against the full amount of all claims, liabilities, actions, suits, proceedings, assessments, judgments, decrees, losses, fees, damages, settlement funds, and associated costs and expenses including attorney's fees arising from or in connection with your use of the Services, any use of your Feedback, and/or our exercise of any rights granted to us, and claims for injury, loss or damage of any kind resulting from your use of any Content.

Governing Law

All questions concerning the construction, validity, enforcement and interpretation of these Terms shall be governed by and construed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law.

Binding Arbitration and Class Action Waiver

To the fullest extent permitted by law, you and we agree to arbitrate any controversy, claim or dispute arising out of or in any way related to your use of the Services, including but not limited to claims based on contract, tort, negligence, statutory or regulatory provisions. **EACH PARTY IS GIVING UP ITS RIGHT TO SUE IN COURT AND TO HAVE ANY CONTROVERSY, CLAIM OR DISPUTE HEARD BY A JUDGE OR JURY.**

YOU AND WE EXPRESSLY AGREE TO ARBITRATE ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES. THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO THRESHOLD ARBITRABILITY ISSUES, INCLUDING ISSUES RELATED TO WHETHER THIS AGREEMENT TO ARBITRATE IS UNCONSCIONABLE OR ILLUSORY AND ANY DEFENSE TO ARBITRATION. YOU ALSO AGREE THAT ANY ARBITRATION MAY ONLY BE BROUGHT IN YOUR AND OUR INDIVIDUAL CAPACITIES, NOT AS A CLASS, PURPORTED CLASS

OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL OR ENTITY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

The mutual promise by you and us to arbitrate any and all disputes, and to do so on an individual basis, rather than to litigate before the courts or other bodies, provides the mutual consideration for this agreement to arbitrate.

Either party may exercise the right to arbitrate by providing the other party with written notice of any and all claims forming the basis of such right in sufficient detail to inform the other party of the substance of such claims. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

Unless you and we otherwise agree, the arbitration will be conducted in the county where you reside by a single neutral arbitrator and in accordance with the then-current rules for resolution of disputes of the American Arbitration Association (AAA) (available online at www.adr.org or by calling 1-800-778-7879). The parties are entitled to representation by an attorney or other representative of their choosing. The parties agree to abide by and perform any award rendered by the arbitrator. The arbitrator shall issue the award in writing and therein state the essential findings and conclusions on which the award is based. Judgment on the award may be entered in any court having jurisdiction thereof. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

If this arbitration clause is held unenforceable or arbitration is for any other reason not available, any disputes under this Agreement shall be heard in a court of competent jurisdiction in New York, New York.

General

You shall be deemed an independent contractor and nothing contained herein shall create an employment or agency relationship, a joint venture, or a partnership. No failure to enforce these Terms shall constitute a waiver of any provision contained herein. To the extent any portion of these Terms is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified solely to the extent necessary to cause such portion to be enforceable, and these Terms, as modified, will remain in full force and effect. This is the entire agreement between you and us relating to the subject matter herein.

Electronic Communications.

These Terms and any other documentation, agreements, notices, or communications between you and us are provided to you electronically. You consent to receive these electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, on the Services, satisfy any legal requirement that such communications be in writing. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.

How To Contact Us

If you have any questions about these Terms, please contact us via email at contact@kingstonulsterairport.com, via phone at 845-481-1559, or write to: 1161 Flatbush Ave., Kingston, NY 12401, Attn: Terms of Use.