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<https://www.upliftaerospace.com/> is a News and Information Site.

The purpose of this website is to provide company details, product information, and investor updates to clients, Uplift Aerospace service providers, and the public market.

Privacy

Your use of the Site is subject to Uplift Aerospace's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting the Site or sending emails to Uplift Aerospace constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

Uplift Aerospace does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Site only with permission of a parent or guardian. Any parent who believes that their child has disclosed personally identifiable information to us should contact us to request an investigation and deletion of their child's personally identifiable information and prohibit its use.

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Certain services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the Site's domain, you hereby acknowledge and consent that Uplift Aerospace may share such information and data with any third party with whom Uplift Aerospace has a contractual relationship to provide the requested product, service or functionality on behalf of the Site's users and customers.

Except as expressly set forth herein, the terms, conditions, and policies of third party sites and organizations govern NFT transactions. Because Uplift Aerospace has no control over these third party sites and organizations, or their websites or mobile applications, you acknowledge and agree Uplift Aerospace is not responsible for the availability of such external websites, mobile applications or resources accessible from those third party sites and organizations, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials available from such websites or mobile applications, nor does Uplift Aerospace endorse any such websites, mobile applications or resources, or the products or services assessable on such websites or mobile applications.

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User Accounts

Portions of the Uplift Aerospace website require that you create a user account. Unless the law in your jurisdiction requires you to be older, you must be at least 13 years old to create a user account. If you create a username for your user account, we reserve the right to remove it if we determine

that it is inappropriate. You will not use a false name or create an account for anyone but yourself without permission. You will not create more than one user account. We may disable your account if we determine, in our sole discretion, that you have violated our policies, these Terms or applicable law. If we disable your account, you will not create another one without our permission. If you use a password for access, you agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access those portions of the Uplift Aerospace website requiring a password. Accordingly, you agree that you will be solely responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately.

If you have created a user account, you can access and update your personal information, including account information, cancel your account, or change your account password by logging into your user account or by contacting us.

Notices and Procedures for Making Claims of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the website's designated agent. ALL INQUIRIES NOT RELEVANT TO OR NOT COMPLYING WITH THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

Uplift Aerospace respects the intellectual property of others and asks our users and visitors to do the same. We will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying with the DMCA, we will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us the following information. Please be advised that to be effective, the Notification must include ALL of the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 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 (providing URLs in the body of your notice is the best way to help us locate content quickly);
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, the copyright owner, your agent, or the law;

- A statement that the information in the notification is accurate, and under penalty of perjury, that you, as the complaining party, are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement should be directed to: our webform found [HERE](#), or by mail: Uplift Aerospace, Inc. Attention: Infringement Notice 1090 Center Drive Park City, Utah 84098.

IMPORTANT NOTE: THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING US THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS PRODUCT OR SERVICE RELATED QUESTIONS AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

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Indemnification

You agree to indemnify, defend and hold harmless Uplift Aerospace, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Uplift Aerospace reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Uplift Aerospace in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a

result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

Class Action Waiver

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Uplift Aerospace agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

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You agree that NFTs are not and shall not be based upon or redeemable for any tangible or physical item, fractionalized, or capable of use as a coupon, investment, security or other financial instrument or knowingly marketed in any other manner that would cause transactions to be governed by any applicable securities laws, including but not limited to the Securities Act of 1933, and are not convertible virtual currencies.

You acknowledge and agree that the characterization and regulatory scheme governing NFTs, cryptocurrencies, and blockchain technology is uncertain and continually evolving, and is accompanied by inherent risks, including risks related to faulty or insufficient hardware, software, or internet connections; introduction or intrusion of malicious code or software; hacking or unauthorized access to your digital wallet or information stored therein, or of theft or diversion of funds therefrom; volatility and unstable or unfavorable exchange rates; and the risk of unfavorable regulatory intervention and/or tax treatment in relation to transaction in cryptocurrency. You further acknowledge and agree that digital assets are highly experimental, risky, and volatile, and your use of the Site and related services to purchase digital assets may carry substantial financial risk, including the risk of loss in trading digital assets. By using the Site or related services, you represent that you have sufficient knowledge, sophistication, and experience with respect to NFTs, cryptocurrency, and blockchain technology, to make your own evaluation of the merits and risks of any transaction conducted via the Site or related services or any digital asset associated with such transaction. Under no circumstances will the operation of all or any portion of the Site or related services by Uplift Aerospace be deemed to create a relationship that includes the provision or tendering of investment advice.

Taxes

You are responsible for all payments, fees and costs when engaging in any transactions involving NFTs, including, without limitation, the purchase price, transaction fees, and all other associated fees. You also are solely responsible for payment of all national, federal, state, local or other taxes of any jurisdiction, of whatever nature whether now in effect or imposed in the future by any national federal, state, local, international or any other governmental authority or taxing jurisdiction, including, without limitation, any income, sales, use, value-added (VAT), goods and services and other taxes and duties associated with your use of Uplift Aerospace's services, the services of third party sites and organizations, and your purchase of NFTs from any party. You are solely responsible for any tax reporting for transactions in which you may be a seller of NFTs.

Termination/Access Restriction

Uplift Aerospace reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Utah and you hereby consent to the exclusive jurisdiction and venue of courts in Utah in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Uplift Aerospace as a result of this agreement or use of the Site. Uplift Aerospace's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Uplift Aerospace's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Uplift Aerospace with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Uplift Aerospace with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Uplift Aerospace with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

No waiver of any provision of these Terms by Uplift Aerospace shall be deemed a further or continuing waiver of such provision or any other provision, and Uplift Aerospace's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Changes to Terms

Uplift Aerospace reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Uplift Aerospace encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Uplift Aerospace welcomes your questions or comments regarding the Terms:

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