

Terms & Conditions

Airgo Miles, (“Airgo” or “we”) offers the Airgo Miles Rewards Program (“Program”) to allow members (“Travelers”) to earn Airgo Miles on purchases completed through the websites, applications, and other related properties (collectively, the “Airgo Miles Properties”) subject to these terms and conditions (“Agreement”). This Agreement constitutes a legally binding agreement between each individual who enrolls in the Program or otherwise uses any one of the Airgo Miles Properties (“Traveler” or “you”).

By enrolling in the Program or using any Airgo Property, you acknowledge that you have read and understood this Agreement and agree to be bound by all of its terms, including the arbitration clause and class action waiver described in Section 20 below to resolve any disputes with Airgo (except for matters that may be taken to small-claims court).

Airgo may modify this Agreement from time to time, with or without notice, and your continued use of the Airgo Property after such modification shall be deemed to be your acceptance of any such modification. If you do not agree to any modification of this Agreement, you must immediately cease use of the Airgo Miles Properties.

1. Airgo Mile Rewards Program

Airgo receives compensation for referring its Travelers to the retailers, brands, merchants, and other partners (collectively, “Affiliate Stores”) participating in the Program. Airgo gives a portion of this fee to its Travelers in the form of Airgo Miles. Compensation received by Airgo may play a part in whether retailers and products appear on our site, where they are placed, and how we promote them to you. Participation in the Program and the opportunity to earn Airgo Miles are offered at the sole discretion of Airgo and subject to your compliance with this Agreement.

2. Becoming a Traveler

To become a Traveler, you must be at least 18 years old and provide an email address and password in order for Airgo to create your Program account (“Account”). Each

individual person is limited to one Account and may earn cash payments (“Cash Rewards”), miles, or bonus miles (collectively, “Airgo Rewards”). As a condition of receiving an earned Cash Rewards payments, you must provide a physical address for us to send you any accrued Airgo Rewards. You may also elect to receive your payments by providing your bank account information for direct deposits. In order to redeem certain offers and promotions offered by the Program, you may elect to provide us additional information, such as a payment card number and a shipping address to facilitate product purchases through the Airgo Miles Properties. Any and all information collected from you shall be subject to our [Privacy Policy](#), which is hereby incorporated by reference.

3. Program License

Subject to this Agreement, we hereby grant you a non-exclusive, non-transferable license (without the right to sublicense) to access and use the Airgo Miles Properties for your personal use to access the Program. You agree that you obtain no rights other than the rights and licenses expressly granted in this Agreement. Airgo reserves the right to change, upgrade, or discontinue the Program and any Airgo Property or any feature of the Program or the Airgo Miles Properties, at any time, with or without notice. All rights not expressly granted under this Agreement are reserved by Airgo or its licensors.

4. Program Restrictions

You agree that you will not, and will not permit others to: (i) damage, interfere with or unreasonably overload the Airgo Miles Properties; (ii) introduce into the Airgo Miles Properties any code intended to disrupt the Program; (iii) alter or delete any information, data, text, links, images, software, chat, communications and other content available through the Airgo Miles Properties (collectively, “Content”); (iv) access the Program or the Airgo Miles Properties by expert system, electronic agent, “bot” or other automated means; (v) use scripts or disguised redirects to derive financial benefit from Airgo; (vi) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code of any Airgo Property for any reason; (vii) rent, sell or sublicense any of the Airgo Miles Properties; (viii) provide any unauthorized third party with access to the

Program; (ix) access confidential Content through the Airgo Miles Properties; (x) interfere with the operation of the Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (xi) post any material in any form whatsoever on the Airgo Miles Properties or within the Program that is defamatory, obscene or otherwise unlawful or violates any third party's right of privacy or publicity; (xii) infringe any third party's patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with your use of the Program or the Airgo Miles Properties; (xiii) engage in any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program; (xiv) use the manual or automated software, devices, or other processes to "scrape," "crawl," "spider," or index any page of Content from the Airgo Miles Properties.

5. Earning Airgo Rewards

5.1. Airgo Rewards. Travelers may earn Airgo Rewards such as Cash Rewards payments, miles, and other perks by complying with requirements of the Program. The amount of Cash Rewards payments and miles earned by a traveler will vary based on Traveler status (e.g. Airgo Traveler, Elite Traveler, Agent, Master Agent, etc.).

5.2. Earning Online. In order to earn Airgo Rewards online, you must be signed in to one of the Airgo Miles Properties, use the shopping links within the Airgo Miles Properties, and complete your purchase transaction during the same shopping session you started after clicking on the shopping link ("Qualifying Purchase"). If you visit other sites before completing your purchase or use coupons not provided by Airgo, your purchase might be associated with a service other than Airgo and you might not earn Airgo Rewards on your purchase. If you disable "cookies" on your computer, you will not be able to earn Airgo Rewards because cookies are used to authenticate the user and verify whose Traveler Account is eligible for the Airgo Rewards.

5.3. Check Out. Airgo may offer a shopping cart feature through the Airgo Miles Properties ("Check Out") to allow you to add products from participating Affiliate Stores and use saved Account information (such as your shipping address and/or payment

card number) to complete your purchase. Airgo is not the merchant of record for any product purchases made through Check Out and does not have any liability with respect to any products you purchase through Check Out. While Airgo may estimate shipping cost for you during the Check Out process, this is only an estimate, and the actual shipping costs and applicable sales tax (if any) shall be set forth on the purchase confirmation delivered by the Affiliate Store to you. Airgo may send you an order confirmation to confirm that your order has been placed with the Affiliate Store through Check Out, but this is not a receipt. Your official purchase confirmation and receipt will come from the Affiliate Store. All product purchases made through Check Out are subject to the Affiliate Store policies, including, without limitation, applicable shipping, privacy, and return policies, which may not be available for review on the Airgo Miles Properties during the Check Out process. Please review them on the respective Affiliate Store's website prior to making your purchase.

6. Airgo Rewards Exclusions

Airgo Rewards are earned on your net purchase amount, which excludes taxes, fees, shipping, gift-wrapping, discounts or credits, returns or cancellations, and extended warranties. Purchases of gift cards do not qualify for Airgo Rewards. Airgo Rewards amounts vary by store and product category and may contain exclusions in the terms of the offer and/or the applicable store page. Please review these terms carefully.

7. Affiliate Store Policies

A product purchased from any Affiliate Store through the Program, whether online or in-store, is governed by and subject to the applicable Affiliate Store's policies, including applicable exchange and shipping policies. You agree that we are not agents of any Affiliate Store and that the Affiliate Stores operate independently and are not under our control with respect to the Program or otherwise. Accordingly, your participation in offers or promotions of, or correspondence with, any Affiliate Store is solely between you and that Affiliate Store. We do not assume any liability, obligation or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion. Airgo is not responsible for changes to, or discontinuance of, any Affiliate Store, or for any Affiliate Store withdrawal

from the Program, or for any effect on accrual of Airgo Rewards caused by such changes, discontinuance, or withdrawal.

8. Bonuses & Other Rewards

Airgo periodically offers bonuses or rewards for referring new Travelers to the Program or for other specific actions. The terms and conditions accompanying such offers will govern how they are earned and paid if the terms and conditions differ from this Agreement. You may not include your referral link or distribute your referral link on any website or platform that does not belong to you, such as social media pages belonging to merchants or forum pages belonging to third parties. You are prohibited from bidding on keywords containing “Airgo” or other similar words or marks for the purpose of driving traffic to your pages. You shall not send any paid traffic directly to your referral link.

9. Receiving Cash Rewards Payment

9.1. Requirements. As a condition of payment of accrued Cash Rewards or other rewards perks, you must establish and maintain an Active Account (defined below) with the information necessary to process your payment: a valid email address at which you are able to receive email, a valid postal address, your first and last name, and a password to protect your Account. As a condition of receiving payment, you must also provide a physical address for us to send you any accrued Cash Rewards. You may also elect to receive your payments by providing your bank account information for direct deposits. Also as a condition of payment, you must not be a resident of a country subject to economic or trade sanctions by the U.S. State Department or U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) or be listed as a “Specially Designated National,” a “Specially Designated Global Terrorist,” a “Blocked Person,” or similar designation under the OFAC sanctions regime. You further agree to provide additional information we may reasonably request to verify your identity as a condition for receiving payment. The minimum payment amount is \$20.00. Balances below \$19.99 will remain in your account for potential payment during the next payment period.

9.2. Cash Rewards Payments. Airgo pays Travelers in U.S. dollars via check, direct deposit, or other payment options as Airgo may make available from time to time. Travelers may select or change their payment options in the account settings through the Airgo Miles Properties. Airgo typically pays its Travelers accrued Cash Rewards and other rewards weekly in accordance with the current [payment schedule](#). Please note that accrual rates vary depending on the Affiliate Store's policies and reporting schedules. For example, Cash Rewards for travel-related purchases typically does not accrue until after travel has been completed. Airgo reserves the right to delay payment for any purchase based on changes to Affiliate Store policies at any time. Airgo also reserves the right to modify the payment schedule at any time. Airgo is not responsible for payments delivered to the wrong address through no fault of Airgo or for payment errors made by payment partners. If your check expires without being cashed or deposited, or if it is returned uncashed to Airgo, the payment amount will be returned to your Account, where it may be subject to inactive account maintenance charges described in Section 10.2 below unless you take the proper steps to restore your Account to Active status.

9.3. Account Adjustments. In our sole discretion, we may deduct Cash Rewards from your account in order to make adjustments for returns and cancellations with respect to Qualifying Purchases. Any such adjustments, however, will be made in accordance with this Agreement, any applicable Airgo policies and terms, the terms of any Affiliate Store offers, and any and all applicable laws, rules, and regulations. The determination of whether a purchase made through an Airgo Affiliate Store qualifies for Cash Rewards is at the sole discretion of Airgo. If an Affiliate Store fails to report a transaction to Airgo or fails to make payment to Airgo for any reason, Airgo reserves the right to cancel the Cash Reward associated with that transaction. It is your responsibility to check your Account regularly to ensure that Cash Reward has been properly credited and paid and that your Account balance is accurate. If you believe that a Cash Reward has not been correctly credited to your account, you must contact Airgo Traveler Services within ninety (90) days of the transaction. Should you disagree with any adjustments made to your account or payments made to you, your sole remedy is to withdraw from the Program.

9.4. Taxes. You may be taxed on your receipt of bonuses and other consideration (merchandise, travel, etc.) for Travelers referrals or other promotional activities (such as prizes from a sweepstakes) depending on the tax laws of federal, state, and local jurisdictions. You will be solely responsible for any and all tax liability arising out of the consideration received in connection with any Traveler referrals or promotional activities.

10. Updating & Maintaining Your Account

10.1. Updating Your Account. You agree to keep your Account information current, complete, and accurate by periodically updating the information through the Airgo Miles Properties. You must be logged into Airgo and enter your password to change your Account information and payment preferences. You may check your Account status and recent earning history at any time via the Airgo Miles Properties. You will maintain the confidentiality of your Account information, including username and password by which you access the Program. Any use of your username and password will be deemed to be your use, and Airgo is entitled to act on instructions received under your password and is not responsible for any credits or debits made to your account by someone else who uses your password. If there is a breach of security through your Account, you will immediately change your password and notify us of such breach. You agree that, unless you have first notified us immediately of any such breach, we should assume that any instruction transmitted using your username and password is yours and has been authorized by you, and we will have no obligation to inquire into the propriety of such instruction.

10.2. Maintaining Your Active Account. An Active Account means you must have engaged in one of the following activities within the past twelve (12) months: (i) updated your Account information, (ii) have shopped or started a shopping trip via the Airgo Miles Properties, (iii) linked a payment card to an in-store offer, (iv) have accrued Airgo Rewards, or (v) have logged into your Account. Except where prohibited by applicable law, if you have not engaged in one of the activities in subsections (i) to (v) for more than twelve (12) consecutive months, Airgo reserves the right to debit your Airgo account balance two dollars (\$2.00) per month, (or 200 miles) ("Inactive Account Maintenance Charge") to recover the cost of account maintenance in its normal course

of business until you reactivate your account by engaging in one of the activities set forth above in subsections (i) to (v) or until your account balance is zero. If the balance in your inactive account is or becomes zero, Airgo will close the Account permanently and cease to maintain your Account records and Program access. The Inactive Account Maintenance Charges are nonrefundable, but will not cause your account balance to become negative and will not cause you to owe money to Airgo.

10.3. Fraudulent Activity. We reserve the right to investigate any purchase transactions, referral activity, or interaction with any Airgo Property that we believe, in our sole discretion, is abusing or has abused the Program. We reserve the right to rescind any Airgo Rewards, bar further Cash Rewards and/or bonuses to, and/or terminate the Program Traveler status of, any Traveler that we believe, in our sole discretion, is abusing or has abused the Program, including, without limitation, by engaging in a pattern of returning products after the corresponding Airgo Rewards has been credited or making fraudulent referrals by creating multiple Accounts. Any failure to comply with this Agreement, any fraud or abuse relating to the accrual or receipt of Airgo Reward or other rewards and bonuses, or any misrepresentation of any information furnished to Airgo by you or anyone acting on your behalf may result in the termination of your Traveler status in the Program and forfeiture of your accrued Airgo Rewards. If Airgo has any reason to suspect fraudulent activity is associated with your Account, Airgo reserves the right to delay or withhold payment of Airgo Rewards. Any suspected or actual cases of fraud activity will be escalated and reviewed in accordance with our [Fraud Policy](#).

11. Receiving Communications

By signing up to be a Traveler, you agree to receive communications that are related to your account and Traveler status (e.g., that we've added money to your account, that we are mailing you a check on a certain date, etc.) as well as periodic shopping-related emails that highlight coupons and special deals that are available to Airgo Travelers. We may communicate with you regarding the Program by electronic communications or direct mail using information you provided during the registration process. Your consent to receive electronic communications includes any notices or other information that we may be required by law to provide you in writing or otherwise. You agree to keep us

apprised of your current email address should the same change subsequent to the date you become a Traveler. We may also send you push notifications if you install the mobile application. You may opt out of receiving certain communications in accordance with our Privacy Policy.

12. Airgo Applications

Airgo may make available software applications (“Airgo Applications”) to assist Travelers in earning Airgo Rewards without visiting Airgo.com, including the Airgo Browser Extension and Airgo Mobile Application. For purposes of this Agreement, references to Airgo Miles Properties shall include Airgo Applications. Airgo Applications and their underlying information and technology may not be exported or re-exported into any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list, and that you will otherwise comply with all applicable export control laws. If you are a U.S. government end user, we are licensing the Airgo Application to you as a “Commercial Item” as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Airgo Applications are the same as the rights we grant to all others under this Agreement.

13. Third-Party Platforms

When you access or use the Airgo Miles Properties, we may make available services from one or more third parties (“Third-Party Platforms”).

13.1. Social Sign On. The Airgo Miles Properties support Third Party Platforms, including Facebook and Google, to make it easier for you to sign in or create your Airgo Account. Any use of Third Party Platforms to create and access your Airgo Account are subject to the terms and conditions and privacy policies of such third parties (“Third Party Terms”).

13.2. Google Connect. Google Connect is a feature that allows you to create your Airgo Account or to sign in to your Airgo Account with your Google email account credentials.

By using Google Connect, your Google email account will automatically be linked to your Airgo Account. You may disconnect your Google account at any time in the Account Settings of your Airgo Account or by removing the authorization through your Google account. A connection between your Google account and your Airgo Account is not required for you to be a Traveler of Airgo and to earn Airgo Rewards. Connecting your Google email account will permit us to access your Google email account content ("Account Content"). Airgo will not delete or modify your Account Content. We use your Account Content to confirm your Airgo Rewards faster and more reliably, personalize your experience with the Program, and improve our services, generally.

14. Community Standards

By participating in the Program as a Traveler, you are becoming a member of a community that depends on the goodwill and responsible behavior of each of our Travelers. Travelers are required to refrain from transmission or communication of images or text constituting ethnic slurs, obscenities, sexually explicit material, inflammatory or derogatory comments, or anything else that may be construed as harassing or offensive, which is targeted at the Program, the Airgo Miles Properties, our employees, contractors or agents, our Affiliate Stores, or other Travelers. This includes communications by means of social media or other Internet posts which violate the above community standards or promote or encourage gaming or fraudulent behavior. Travelers who violate this provision, as determined by us in our sole discretion, may have their access to the Program suspended or terminated without prior notice.

15. Ownership

All right, title, and interest in the Program, the Airgo Miles Properties, and the Content belong to Airgo or its licensors. Additionally, Airgo shall maintain all right, title, and interest in "Airgo" or "Airgo Miles", the Airgo Miles logo, and any other marks, service marks, trademarks, or logos of Airgo ("Airgo Marks") that are registered in the U.S. and other countries. The Airgo Marks may not be used in connection with any product or service that is not Airgo in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Airgo. You shall not by any means bid on any keywords with any search engine containing "Airgo", "Airgo Miles, or

anything substantially similar to “Airgo” or “Airgo Miles” or any other Airgo Miles including, without limitation AirgoMiles.com. You shall not mention or use Airgo in any ad text, extensions or banner ads without the express written consent of Airgo. All other trademarks not owned by Airgo that are used in the Program are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Airgo.

16. Indemnification

You agree to indemnify Airgo, any Affiliate Store, as well as their respective officers, directors, employees, successors, agents, and affiliates, for any and all claims, damages, losses and causes of action (including attorneys’ fees and court costs) arising out of or relating to your breach of this Agreement or for any materials in any form whatsoever that are provided by you (or through your username and/or password). You agree to cooperate as fully as reasonably required in our defense and/or settlement of any claim. We reserve the right, in our reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

17. Warranty Disclaimer

THE PROGRAM, CONTENT, AND THE AIRGO MILES PROPERTIES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE QUALITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR VALIDITY OF THE PROGRAM, CONTENT, OR THE AIRGO MILES PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY PRODUCT SEARCH RESULTS, PRODUCT DESCRIPTIONS, PRODUCT AVAILABILITY, PRICING INFORMATION ADVICE, OPINION, STATEMENT, RECOMMENDATIONS, OR OTHER INFORMATION DISPLAYED, UPLOADED, OR DISTRIBUTED IN CONNECTION WITH THE PROGRAM. AIRGO DOES NOT WARRANT THAT THE FUNCTIONALITY OF THE AIRGO MILES PROPERTIES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THEY WILL BE FREE OF VIRUSES OR

OTHER HARMFUL COMPONENTS. FURTHER, AIRGO DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OF, OR ACCURACY OF ADVERTISEMENTS FOR, ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY ITS AFFILIATE STORES IN CONJUNCTION WITH THE PROGRAM.

18. Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AIRGO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES OR FOR ANY LOSS PROFITS, LOSS DATA OR LOSS OF USE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AIRGO'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED FIFTY U.S. DOLLARS (\$50).

19. Termination or Suspension

This Agreement is effective when accepted by you and will remain in effect until you or we terminate your Traveler status in the Program. We may terminate this Agreement and your use of or access to the Program at any time, for any reason or no reason. Any violation of this Agreement or the rules and conditions of the Program may result in cancellation of your Traveler status to the Program, your Account and/or forfeiture of pending or prior Airgo Rewards. We may, in our sole discretion, at any time and without prior notice, discontinue, cancel, suspend, change or limit access to all or any part of the Program or any functionality, feature or other component of any Airgo Property. You agree that Airgo will not be liable to you or to any third party for any modification, suspension, or termination of the Program or your access to any of the Airgo Miles Properties. If you are dissatisfied with any aspect of the Program at any time, your sole and exclusive remedy is to cease participating in the Program. Upon any termination of the Program, your right to use and access the Program, and the Airgo Miles Properties, and to receive Airgo Rewards, will terminate. Termination will not prejudice either your or our remedies at law or in equity.

20. Governing Law & Arbitration

The validity, construction, and interpretation of this Agreement, and the rights and duties of the parties hereto, will be governed by and construed in accordance with the laws of the State of Wyoming in the United States, excluding its conflicts of laws principles. However, as explained below, the agreement to arbitrate in the following paragraph is governed by United States federal law.

You agree that any dispute, claim or controversy arising out of or in connection with Airgo's business or this Agreement or relating in any way to the Program or the Airgo Miles Properties shall be determined by binding arbitration. You further agree that the U.S. Federal Arbitration Act and federal arbitration law shall govern the interpretation and enforcement of this agreement to arbitrate.

Arbitration uses a neutral arbitrator instead of a judge or jury, and is more informal than a lawsuit in state or federal court. Discovery in arbitration is more limited than is generally available in the courts and the arbitrator's decision is also subject to very limited appellate review by the courts.

You also agree to waive the right to a trial by jury or to participate in a class action. These waivers are mutual as between you and Airgo, and Airgo waives its right to a trial by jury or to participate in a class action against you. This means that neither you nor Airgo can seek to assert class or representative claims against each other either in court or in arbitration and no relief can be awarded on a class or representative basis. The arbitrator also may not consolidate or join another person's claim with your claim or issue an order that would achieve the same result. You and Airgo further agree that if the provisions of this paragraph are found to be unenforceable, then the entire provision compelling arbitration shall be null and void.

You also agree that all issues are for the arbitrator to decide. This includes all issues related to the scope, application, interpretation and enforceability of this Agreement and this arbitration provision. The arbitrator shall also decide whether any claim is subject to arbitration.

The arbitration will be governed by the Commercial Arbitration Rules (the “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.com. The arbitrator is bound by the terms of this Agreement. If your claim in arbitration is for less than \$10,000, Airgo will reimburse you for filing and arbitrator fees at the conclusion of the proceeding unless your claim is found to be frivolous by the arbitrator.

In lieu of arbitration, you may also elect to have your claims decided in small-claims court, so long as the small-claims court does not permit class, representative, or consolidated actions, or the award of relief in favor of any person or entity that is not a named party to the small-claims action.

21. Assignment

You may not assign your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void.

22. Headings

Headings under this Agreement intended only for convenience and shall not affect the interpretation of this Agreement.

23. No Waiver; Severability

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions.

24. Entire Agreement

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or representations, written or oral (including without limitation, earlier versions of this Agreement that may have been accepted by you). We reserve the right to modify this Agreement at any time. Your non-termination and continued participation in the

Program or use of any Airgo Property after modification of this Agreement will constitute affirmative acceptance by you of such modification and your consent to abide by any terms thereof.

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