



MRO Loyalty Program Terms & Conditions

1. This MRO Loyalty Program ("Program") is sponsored by Pentastar Aviation ("we", "us", "our").
2. You agree to read these terms and conditions carefully before participating in the Program ("Terms"). If you do not agree to these Terms, you may not participate in the Program and will not be entitled to receive rewards. To be eligible for the Program, you must have a minimum annual spend of \$50,000. Participation in the Program signifies your agreement to the Terms, as may be amended from time to time by us.
3. Rewards will be earned at a rate of 0.1% of the total closed workscope as follows:
 - (a) For \$50,000 in spend, \$50 in rewards;
 - (b) For \$100,000 in spend, \$100 in rewards; and
 - (c) For \$1,000,000 in spend, \$1,000 in rewards.

If you participated in the program year one, you will start off year two with \$200 in rewards in your account and will accrue rewards at a rate of 0.2% of the total close workscope. After year two, the accrual rate will remain at 0.2% for as long as you remain a loyal customer. A "loyal customer" is defined as a one that has returns at least every 36 months and has documented workscope spend. If you have no documented workscope spend or you come back after 36 months, you will revert to new customer status and a 0.1% rate.
4. Spend will accrue to the account at the completion of each workscope. Rewards will be calculated on an annual basis. Contact your account representative for your balance.
5. Rewards will be distributed after each year-end, on or around January 30 of the following year.
6. Rewards have no cash value and will be issued in the form of a Supercertificate[®]. Rewards are non-transferable, and are associated with your account, not a specific person or aircraft. Your use of a Supercertificate[®] is subject to any terms and conditions that GiftCertificates.com Corporation may impose, and you agree that any disputes you may have related to a Supercertificate[®] are between you and GiftCertificates.com Corporation. You acknowledge and agree that we are not a party to such terms and conditions and/or disputes with GiftCertificates.com Corporation, and that we have no additional responsibilities or obligations to you if we provide you with a Supercertificate[®].
7. Transactions that qualify for rewards are determined at our sole discretion; we reserve the right to verify and adjust your total spend and the rewards balance at any time. Rewards are not earned for pending, open, or partially completed workscope.
8. Rewards are earned after we enroll your account in the Program; no rewards will be provided retroactively.
9. Determination and payment of tax liability related to rewards are your sole responsibility. To the extent required by law, certain rewards transactions may be included in year-end tax reporting.
10. All determinations of rewards and redemptions are final.
11. To receive any earned rewards, your account must be in good standing, which means that you cannot be suspended, restricted, delinquent, or otherwise in default. If not otherwise specified, the award points for all accumulated maintenance spend will be awarded to the primary point of contact.
12. The Program is void where prohibited by federal, state, or local law.
13. Account closure or suspension may result in the loss of any unredeemed rewards.

14. We reserve the right to disqualify you from participation in the Program in the event of fraud, abuse of Program privileges, or violation of these Terms as determined by us in our sole judgment. Such termination may result in the forfeiture of any accumulated rewards.
15. We reserve the right to alter, change, or terminate the Program at any time without notice. Reward values vary and are subject to change without notice.
16. We reserve the right to delay or not enforce any of our rights under the Program without waiving or losing our right to enforce them later.
17. You agree to indemnify, defend and hold us, and our its officers, directors, owners, agents, employees, information providers, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our written consent.
18. THE PROGRAM, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE TO YOU OR ACCESSED BY YOU THROUGH OUR WEBSITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT OF THE PROGRAM, THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE THROUGH OUR WEBSITE, OR FOR THE REWARDS AWARDED OR REDEEMED THROUGH THE PROGRAM. FURTHER, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES BY USE OF THE PROGRAM OR OUR WEBSITE, WITHOUT LIMITATION, ARISING FROM OUR WEBSITE AND ANY ERRORS CONTAINED THEREIN.
19. IN NO EVENT SHALL WE BE LIABLE FOR ANY LOSSES YOU INCUR, NOR FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF YOUR PARTICIPATION IN, OR USE OF, THE PROGRAM OR OUR WEBSITE. THIS INCLUDES, WITHOUT LIMITATION, LOST PROFITS, LOST REWARDS, AND THE LOSS OF ANY INFORMATION OR DATA. OUR MAXIMUM LIABILITY COLLECTIVELY SHALL NOT EXCEED THE AMOUNT OF ANY REWARDS EARNED FOR ANY DAMAGES OF ANY NATURE, INCLUDING GROSS NEGLIGENCE, ARISING IN CONTRACT, TORT OR OTHERWISE.
20. These Terms and the Specifications constitute the entire agreement between us and you with respect to your participation in the Program. Any cause of action you may have with respect to your participation in the Program must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect. You may not assign these Terms or any rewards eared, in whole or in part, without our prior express written consent. Any attempted assignment without such written consent shall be void. Subject to the foregoing, these Terms will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.
21. We reserve the right, at our sole discretion, to change, modify, add or remove any portion of these Terms, in whole or in part, at any time. Notification of changes in these Terms will be posted on www.pentastaraviation.com or provided to you in writing. Continued participation in the Program and acceptance of any rewards after such notice will be considered your agreement to be bound by any such changes.
22. These Terms shall be governed by the laws of the State of Michigan (exclusive of its choice of law rules), and the federal laws of the U.S. The parties agree that any litigation arising between the parties in relation to these Terms or the Program shall be initiated and maintained in the Circuit Court of the County of Oakland, Michigan, or the U.S. District Court for the Eastern District of Michigan, Southern Division, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts.
23. FOR THEIR MUTUAL BENEFIT, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THESE TERMS OR THE PROGRAM.