Unsolicited Idea Submission Policy for www.HELODYNE.COM

Helodyne™, its employees, officers, or representatives <u>DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS</u>, including ideas for new advertising campaigns, new promotions, new or improved products, product enhancements, marketing plans or new product names, etc.

1. DO NOT SEND

- Please do not send any ideas, inventions, improvements, original creative artwork, suggestions or other works.
- 1.2 The sole purpose of this policy is to avoid potential misunderstandings or disputes when Helodyne products or marketing strategies might seem similar to ideas submitted to Helodyne.
- 1.3 If, despite our request that you do not send us your ideas, you still send them, then regardless of what your letter or other means of correspondence says, the following terms of idea submission shall apply to your idea submission.

2. TERMS OF IDEA SUBMISSION

You agree that, without compensation to you or your company or anyone else, and without any restrictions, Helodyne can use the submissions for any purpose and in any way, even to give them to others.

Trademark and Copyright Information

Helodyne[™] and any and all Helodyne brand, product, service and feature names, logos and slogans are trademarks of Helodyne in the United States or other countries. All other brand, product, service and feature names or trademarks are the property of their respective owners.

Copyright © 2010 Helodyne All rights reserved. Distribution or duplication is prohibited. All other copyrights are the property of their respective owners. Updated March, 2010.

Third Party Companies and Products

The mention of third-party products, companies and web sites on the Helodyne Site is for informational purposes only and constitutes neither an endorsement nor a recommendation, either way.

Helodyne assumes no responsibility with regard to the selection, performance or use of these products or vendors. The information contained in this Site is subject to change without notice.

WEBSITE DISCLAIMER for www.Helodyne.com

This disclaimer details our obligations to you regarding our website. Please read this disclaimer in full before you use this Website. Using the Website implies that you accept the terms of this disclaimer. We do occasionally update this disclaimer so please refer back to it in the future.

3. USE OF WEBSITE

- 3.1 You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.
- 3.2 The copyright (except as noted in paragraph 3.4 below) and ALL other intellectual property rights in all material on this Website are owned by us and must not be reproduced without our prior consent.
- 3.3 Subject to paragraph 3.1, no part of this Website may be reproduced without our prior written permission.
- Exceptions: copyrights of other entities include, but are not limited to, the EAA, Time, Popular Science, Popular Mechanics, Design for Flying, and Chickenhawk.

4. VISITOR CONDUCT

- 4.1 With the exception of personally identifiable information, the use of which is covered under our **Privacy Policy** further within this document, any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary, we will be free to copy, disclose, distribute, incorporate, and otherwise use such material for any and all purposes.
- 4.2 When using this website you shall not post or send to or from this Website any material for which you have not obtained all necessary consents, is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the Pennsylvania;

5. SITE UPTIME

5.1 We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore we will not be liable if this website is unavailable at any time.

6. Links to and from other websites

- Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content.
- 6.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website and you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us.
- 6.3 If you choose to link to our website in breach of Paragraph 4.2 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

7. **EXCLUSION OF LIABILITY**

7.1 We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. Neither we nor any other party (whether or not involved in producing, maintaining, or delivering this Website), shall be liability or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect, or consequential loss.

8. LAW AND JURISDICTION

This Legal Notice shall be governed by and construed in accordance with the laws of Pennsylvania, USA. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of Pennsylvania.

9. OUR DETAILS

Our business's name is: Helodyne.

Our contact details are: lnformation@Heldyne.com

WEBSITE TERMS AND CONDITIONS for www.Helodyne.com

These terms and conditions govern your use of our website. Please read the terms in full before you use this Website. If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms. We do occasionally update these terms so please refer back to them in the future.

10. SITE ACCESS

You will be able to access the majority of this Website without having to register any details with us. [However, particular areas of this Website will only be accessible only if you have registered.]

11. USE OF WEBSITE

- You are permitted to use our website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.
- 11.2 The copyright (except as noted in paragraph 11.4 below) and ALL other intellectual property rights in all material on this Website are owned by us and must not be reproduced without our prior consent.
- Subject to paragraph 11.1, no part of this Website may be reproduced without our prior written permission.
- Exceptions: copyrights of other entities include, but are not limited to, the EAA, Time, Popular Science, Design for Flying, and Chickenhawk.

12. SITE UPTIME

- We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore we will not be liable if this website is unavailable at any time.
- This Website may be temporarily unavailable due to issues such as system failure, maintenance, or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

13. VISITOR CONDUCT

- With the exception of personally identifiable information, the use of which is covered under our **Privacy Policy** further within this document, any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.
- When using this website you shall not post or send to or from this Website any material:
 - (a) for which you have not obtained all necessary consents;
 - (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the Pennsylvania;
 - (c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of **Paragraph 4.2**.

14. LINKS TO AND FROM OTHER WEBSITES

- Any links to third party websites located on this Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to from this Website, it is at your own risk.
- 14.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website, and subject to the following conditions:
 - (a) you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;

- (b) you do not misrepresent your relationship with us or present any false information about us;
- (c) you do not link from a website that is not owned by you; and
- (d) your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the Pennsylvania.
- 14.3 If you choose to link to our website in breach of Paragraph 11.2 you shall fully indemnify us for any loss or damage suffered as a result of your actions.

15. DISCLAIMER

- 15.1 We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.
- The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

16. EXCLUSION OF LIABILITY

We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. Neither we nor any other party (whether or not involved in producing, maintaining, or delivering this Website), shall be liability or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect, or consequential loss.

17. GOVERNING JURISDICTION

This Legal Notice shall be governed by and construed in accordance with the laws of Pennsylvania, USA. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of Pennsylvania.

18. OUR DETAILS

Our business's name is: Helodyne

Our contact details are: lnformation@Heldyne.com

PRIVACY POLICY for www.Helodyne.com

At Helodyne, we are committed to protecting and preserving the privacy of our visitors when visiting our site or communicating electronically with us.

This Privacy Policy contains an explanation of what happens to personal data that you choose to provide to us, or that we collect from you while you visit this site. Our Privacy Policy should be read in conjunction with our terms of website use. We do occasionally update this Policy so please do return and review this Policy from time to time.

19. Information We Collect

- In running and operating this website we may collect and process certain data and information relating to you and your use of this site. This data and information is detailed below:
 - (a) Details of visits to our website and the pages and resources that are accessed, including, but not limited to, traffic data, location data, and other communication data that may assist us in understanding how visitors use this website.
 - (b) Information that visitors provide to us as a result of filling in forms on our website, such as when a visitor registers for information or makes a purchase.
 - (c) Information provided to us when our visitors communicate with us electronically for any reason.

20. USE OF COOKIES

- 20.1 Cookies are sometimes used to improve the website experience of a visitor to a website. We may sometimes use cookies on this website to record aggregate statistical information about the visitors to our site and the use that our visitors make of the website. When collected this information is used by us to improve our website and further enhance the visitor experience and, may be shared with advertisers. Pease note that no personally identifiable information is recorded.
- We may also use the cookies to gather information about your general internet use to further assist us in developing or website. Where used, these cookies are downloaded to your computer automatically. This cookie file is stored on the hard drive of your computer. Cookies contain

information that is transferred to your computer's hard drive and then stored there and transferred to us where appropriate to help us to improve our website and the service that we provide to you.

- 20.3 All computers have the ability to decline cookies. You can easily decline or remove cookies from your computer using the settings within the Internet Options section in your computer control panel.
- Our advertisers may also use cookies on their website. We have no control over this and you should review the privacy policy of any advertiser that you visit as a result of an advert or link on this website.

21. USE OF YOUR INFORMATION

- The information we collect is used for our own use in developing our website and also occasionally by advertisers on this site. In addition, we may use the information for the following purposes:
 - (a) To provide you with information relating to our website, products, or our services that you request from us.
 - (b) To provide you with information on other products that we feel may be of interest to you.
 - (c) To meet our contractual obligations to you.
 - (d) To notify you about any changes to our website, including improvements, and service or product changes that may affect our website.
- If you are an existing customer, we may contact you with information about goods and services similar to those that you have expressed an interest in previously via our website.
- Finally, we may use your data, or allow carefully selected third parties to use your data, so that you can be provided with information about unrelated goods and services which we consider are likely to be of interest to you. We or they may contact you about these goods and services by any of the methods that you consented to at the time your information was collected.
- 21.4 If you are a new customer, we will contact you or allow third parties to contact you only when you have provided consent and only by those means you provided consent for.

If you do not want us to use your data for our or third parties use then you wil always have the option to object to such use.

22. STORING YOUR PERSONAL DATA

- Information that we collect may on occasion be transferred and stored outside of the United States of America for the purpose of supplying our goods or services to you. By submitting your personal data, you agree to this transfer, storing, or processing. We will always take all reasonable precautions to make sure that your data remains secure and is handled in accordance with this Privacy Policy.
- Data that is provided to us is stored on our secure servers. Details relating to any transactions entered into on our site will be encrypted to ensure its safety.
- The transmission of information via the internet is not completely secure and therefore we cannot guarantee the security of data sent to us electronically and transmission of such data is therefore entirely at your own risk. Where we have given you (or where you have chosen) a password so that you can access certain parts of our site, you are responsible for keeping this password confidential.

23. DISCLOSING YOUR INFORMATION

- Where applicable, we may disclose your personal information to any member of our group. This includes, where applicable, our subsidiaries, our holding company and its other subsidiaries (if any).
- 23.2 We may also disclose your personal information to third parties:
 - (a) Where we sell any or all of our business and/or our assets to a third party.
 - (b) Where we are legally required to disclose your information.
 - (c) To assist fraud reduction and minimise credit risks.

24. THIRD PARTY LINKS

You mind find links to third party websites on our website. These websites should have their own privacy policies which you should check. We do not accept any responsibility or liability for their policies whatsoever as we have no control over them.

25. CONTACTING US

25.1 If you have any questions or queries relating to this Privacy Policy then please contact us at: lnformation@Heldyne.com

Acknowledgements for www.Helodyne.com

Our website Disclaimer, Terms and Conditions, and Privacy Policy have all been based upon documents provided by <u>legal documents</u> provider <u>LegalCentre.co.uk</u>.