

ALOFT provides a subscription service that allows our members to access informational and educational content pertaining to balloon decorating and entertaining practices and techniques ("ALOFT Content") over the Internet on most Internet-connected TV's, computers and other devices.

You have accepted these Terms of Use, which govern your use of our service.

As used in these Terms of Use, "ALOFT service", "our service" or "the service" means the personalized service provided by FLOAT and ALOFT for discovering and accessing ALOFT content, including all features and functionalities, recommendations and reviews, our websites, and user interfaces, as well as all content and software associated with our service.

Membership

1.1. Your ALOFT membership will continue and automatically renew until terminated. To use the ALOFT service you must have Internet access and a ready device capable of connecting to the internet and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party. You must cancel your membership before it renews in order to avoid billing of the membership fees for the next billing cycle to your Payment Method (see "Cancellation" below).

1.2. We may offer a number of membership plans, including memberships offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third

parties. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding your ALOFT membership by visiting the FLOATConvention.com/ALOFT webpage and clicking on the My ALOFT Account Menu.

Promotional Offers. We may from time to time offer special promotional offers, plans or memberships (“Offers”). Offer eligibility is determined by ALOFT at its sole discretion and we reserve the right to revoke an Offer and put your account on hold in the event that we determine you are not eligible. Members of households with an existing or recent ALOFT membership may not be eligible for certain introductory Offers. We may use information such as device ID, method of payment or an account email address used with an existing or recent ALOFT membership to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you.

3.1. Billing Cycle. The membership fee for the ALOFT service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific payment date indicated on the "Account" page. The length of your billing cycle is one (1) year from the date of your enrollment and you will be charged annually. Membership fees are fully earned upon payment. In some cases your payment date may change, for example if your Payment Method has not successfully settled,

when you change your subscription plan or if your paid membership began on a day not contained in a given month. Visit the FLOATConvention.com/account webpage and click on the "Subscriptions" link to see your next payment date. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it up to approximately one month of service as soon as you register. If you signed up for ALOFT using your account with a third party as a Payment Method, you can find the billing information about your ALOFT membership by visiting your account with the applicable third party.

3.2. Payment Methods. To use the ALOFT service you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

3.3 Updating your Payment Methods. You can update your Payment Methods by going to the "Account" page. We may also update your Payment Methods using information provided by the

payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

3.4. Cancellation. You can cancel your ALOFT membership at any time, and you will continue to have access to the ALOFT service through the end of your billing period. To cancel, go to the "Account" page on our FLOATConvention.com/ALOFT website and contact us to cancel. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "subscriptions" on the "Account" page. If you signed up for ALOFT using your account with a third party as a Payment Method and wish to cancel your ALOFT membership, you may need to do so through that third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the ALOFT service through that third party.

Changes to the Price and Subscription Plans. We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes or changes to your subscription plan will take effect following notice to you.

3.6. No Refunds. Payments are nonrefundable and there are no refunds or credits for partially used membership periods. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision

to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

Service

4.1. You must be at least 18 years of age to become a member of the ALOFT service. Individuals under the age of 18 may only utilize the service with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.

4.2. The ALOFT service and any content accessed through our service are for your personal, professional and commercial use only and may not be shared with individuals beyond your business. During your ALOFT membership, we grant you a limited, non-exclusive, non-transferable right to access the ALOFT service and ALOFT content through the service. Except for the foregoing, no right, title or interest shall be transferred to you. You agree not to use the service for public performances.

4.3. Passwords and account sharing is strictly prohibited and is a direct violation of ALOFT policy. By using this service, you consent to random audits of your account activity by ALOFT, and should it be discovered that you are violating any of our policies regarding service, your account will be cancelled immediately without any expectation of refund or continued service. Cancelled members have the right to have the decision reviewed upon request, but ALOFT reserves the right to make the final decision regarding the violation.

4.4. Business owners may only share access to their employees who are within the immediate vicinity of their business's primary IP address. Business owners who operate multiple locations or franchises are not permitted to share passcodes with other branches, offices, locations or franchises within their company without the expressed written permission from ALOFT. Violation of this policy can result in the cancellation of services without expectation of refund.

4.5. Balloon support groups and networks, both professional and hobbyist in nature, are prohibited from sharing password access to their members. This service does not operate as a general content library intended to be shared among organizations and groups. In addition, video content from the ALOFT service is not allowed to be broadcast or showcased at group meetings of any kind, whether it be in-person or virtual, without the expressed written permission from ALOFT. Violation of this policy can result in the cancellation of services without expectation of refund.

4.6. The ALOFT service, including the content library, is regularly updated. In addition, we continually test various aspects of our service, including but not limited to our websites, user interfaces, promotional features and availability of ALOFT content.

4.7. You agree to use the ALOFT service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. Except as explicitly authorized in these Terms of Use, you agree not to archive, download,

reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use content and information contained on or obtained from or through the ALOFT service. You also agree not to circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the ALOFT service; use any robot, spider, scraper or other automated means to access the ALOFT service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the ALOFT service; insert any code or product or manipulate the content of the ALOFT service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the ALOFT service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

4.8. The quality of the display of the ALOFT content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. HD, Ultra HD and HDR availability is subject to your Internet service and device capabilities. Not all content is available in all formats, such as HD, Ultra HD or HDR and not all plans allow you to receive content in all formats. Default playback settings on cellular networks exclude HD, Ultra HD and HDR content. The minimum connection speed for SD quality is 1.0 Mbps; however, we recommend a faster connection for improved video quality. A download speed of at least 3.0 Mbps per stream is recommended to receive HD content (defined as a resolution of 720p or higher). A download speed of at least 15.0 Mbps per stream is recommended to receive Ultra HD (defined as a resolution of 4K or higher). You are responsible

for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges. ALOFT makes no representations or warranties about the quality of your watching experience on your display. The time it takes to begin watching ALOFT content will vary based on a number of factors, including your location, available bandwidth at the time, the ALOFT content you have selected and the configuration of your ALOFT ready device.

4.9. The ALOFT software is developed by, or for, ALOFT and may solely be used for authorized streaming and to access content from ALOFT through internet ready devices. This software may vary by device and medium, and functionalities may also differ between devices. By using our service, you agree to receive, without further notice or prompting, updated versions of the ALOFT and related third-party software. If you do not accept the foregoing terms, do not use our service.

4.10. By using our service, you agree to look solely to the entity that manufactured and/or sold you the internet ready device for any issues related to the device and its compatibility with the ALOFT service. We do not take responsibility or otherwise warrant the performance of ALOFT ready devices, including the continued compatibility with our service.

4.11. As with any technical service, ALOFT may experience short term service outages for reasons beyond our control, including but not limited to severe weather, cloud-based technical issues, cyber attack, acts of God and more. While ALOFT will do everything possible to restore service in the event of disruption, ALOFT cannot be held responsible for any service outage that is beyond our control to circumvent. In the event that ALOFT has to schedule a service outage for any reason, ALOFT will notify all

members at least 72 hours prior to any scheduled system shutdown. ALOFT cannot be held responsible for lost revenue in your business due to outages of service or any issues related to your internet connectivity, internet capable device and other technical related issues.

4.12. The information provided by ALOFT is reflective of the artists and professionals who provided the content. This content is intended to assist you with your techniques and business practices. Membership in ALOFT in no way, shape or form should be considered a guarantee of increased sales or improved skills towards your business without your own investment of time and energy towards achieving these goals.

Passwords

1. Passwords and Account Access. The member who created the ALOFT account and whose Payment Method is charged (the "Account Owner") is responsible for any activity that occurs through the ALOFT account. To maintain control over the account and prevent anyone from accessing the account (which could include information on viewing history for the account), the Account Owner should maintain control over the internet ready devices that are used to access the service and not reveal the password or details of the Payment Method associated to the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, ALOFT or our partners from identity theft or other fraudulent activity. ALOFT is not obligated to credit or discount a membership for holds placed on the account by either a representative of ALOFT

or by the automated processes of ALOFT. If your internet ready device is sold, lost or stolen, please log out of your ALOFT account. If you fail to log out or deactivate your device, subsequent users may access the ALOFT service through your account and may be able to access certain of your account information.

2. Disclaimers of Warranties and Limitations on Liability

6.1. THE ALOFT SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE ALOFT SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ALOFT DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE ALOFT SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. ALOFT SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, ALOFT READY DEVICES, AND ALOFT SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).

6.2. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL ALOFT, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.

6.3. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE

LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

6.4. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

Miscellaneous

1. 8.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the state of Washington, U.S.A. without regard to conflict of laws provisions. These terms will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your state of residence.

8.2. Unsolicited Materials. ALOFT does not accept unsolicited materials or ideas for ALOFT content, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to ALOFT. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against ALOFT and its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the material or idea you sent.

8.3. **Feedback.** ALOFT is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires or through postings to the ALOFT service, including our websites and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the ALOFT service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.

8.4. **Customer Support.** To find more information about our service and its features, or if you need assistance with your account, please visit the ALOFT Help Center, which is accessible through the FLOATConvention.com/contact/ website.

8.5. **Survival.** If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

8.6. **Changes to Terms of Use and Assignment.** ALOFT may, from time to time, change these Terms of Use. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting. We may assign our agreement with you to any affiliated company or to any entity that succeeds to all or substantially all of our business or assets related to the applicable ALOFT service.

8.7. **Communication Preferences.** We will send you

information relating to your account (e.g. payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

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