ADVERTISER TERMS AND CONDITIONS

Taking Off Solutions, LLC

Effective: November 19, 2026 (replaces the version effective November 10, 2026)

1. Who we are and what these terms cover

"Publisher," "we" and "us" mean Taking Off Solutions, LLC. "Advertiser" and "you" mean the person or business that buys, orders or places advertising, and anyone acting on its behalf. These terms cover all paid and complimentary advertising, sponsorships, listings, profiles, IDX pages, specialist programs, marketing kits and related services across every Publisher property. That includes AviationRealEstate.com, AirparkMap.com, PropertyOnTheWater.com, AviationRealEstateAuction.com, Aviation Real Estate Magazine (digital, flipbook and print), the Aviation Home & Hangar Map, the state aviation real estate websites (including Arizona, California, Colorado, Florida, Georgia, Oregon, Tennessee, Texas and Washington), email campaigns, social media channels and event displays (together, the "Publications").

2. How you accept these terms

You accept these terms when you do any of the following: check the acceptance box at checkout, pay an invoice, payment link or subscription, sign an order, submit ad material, or let us publish your advertising. If you buy for a company or a client, you confirm you are authorized to bind them.

3. Orders, plans and renewals

3.1 Services are those described in your plan, invoice or written order. Anything not listed is not included.

3.2 Subscriptions renew automatically each billing period until canceled, and you authorize automatic charges for each renewal.

3.3 You may cancel before your next billing date through your online account or by emailing Connect@AviationRealEstate.com. Cancellation stops future charges. It does not refund the current period.

3.4 Fixed-term packages, sponsorships, covers and annual plans run for the stated term and are not cancellable for a refund once work begins.

3.5 Legacy plans keep their original pricing and included items. These terms govern everything else about them.

3.6 Plan-specific terms. If a plan policy, invoice or written order contains a term specific to that plan (for example, the Arizona broker referral fee on the Residential Airpark Marketing Program), that term also applies and controls for that plan.

4. Our right to suspend, cancel or remove advertising

4.1 We may reject, pause, suspend, edit, move, shorten or cancel any advertisement, placement, listing, profile, subscription or order, in whole or in part. We may do this at any time, for any reason or no reason, with or without notice.

4.2 Cancellation for cause: no refund. Cause includes nonpayment, a declined charge, a chargeback, breach of these terms, a photo or content rights complaint, inaccurate or misleading content, a sold, expired or withdrawn listing, abusive conduct toward staff, suspected fraud, or any legal, regulatory or reputational risk to the Publisher. In these cases nothing is refunded and any amounts owed remain due.

4.3 Cancellation without cause: limited refund. If we cancel for no cause, your only remedy is a refund of the unused, prepaid portion of the current paid period, at our reasonable calculation. Setup fees, design work, artwork, printing, magazine editions already published and services already delivered are not refunded.

4.4 Any renewal reminders we send are a courtesy, not an obligation. Not receiving one does not extend or change your term.

5. Payments

5.1 Prices are in U.S. dollars. Payment is due at checkout or by the invoice due date.

5.2 All payments are non-refundable once any work has begun or any ad has been published, except as stated in Section 4.3. There are no refunds or credits for partial periods, unused services or late cancellations.

5.3 Past-due balances accrue 1.5% per month, or the maximum the law allows if lower. You pay reasonable collection costs and attorneys' fees.

5.4 If you file a chargeback or payment dispute, we may immediately remove all of your advertising. The disputed amount, plus any fees we incur, remains owed.

5.5 Official billing channels. We bill only through the checkout on our websites or through invoices and payment links sent from an @AviationRealEstate.com or @TakingOffSolutions.com email address. We will never ask you to pay by wire transfer, gift card, cryptocurrency or a payment app to an individual, and we will never ask for your passwords or full card numbers by email, text or phone. A payment made outside these channels is not a payment to us.

6. Aviation Real Estate Magazine

6.1 Editions are scheduled for the 1st and 15th of each month. Publication dates may change.

6.2 Artwork and changes are due 5 days before the edition date. Late material may run in a later edition with no refund or extension.

6.3 We decide all placement. Ads normally run in alphabetical order by state (or by location, if outside the U.S.), with the longest-running advertiser first within each section. We may change order, size or position to fit the layout.

6.4 Covers are sold separately and are limited. A cover booking runs for the period stated in the order. During that period, the cover advertiser's spread may appear on pages 2–3 and then return to its section. A cover booking is not exclusive unless stated in writing.

6.5 If we miss, delay or omit your ad from an edition, your only remedy is placement in the next available edition or a pro-rated credit, at our choice.

6.6 Editions are distributed through third-party platforms (for example, flipbook, email and social). We are not responsible for their outages, display differences or link behavior.

7. Websites, AirparkMap.com and the Aviation Home & Hangar Map

7.1 Placements, map pins, banners, sponsor spots and "top" positions may rotate, be shared or change with site updates. No placement is exclusive unless stated in writing.

7.2 Airport and airpark information comes from public sources, including FAA records. It is for reference only and is never for navigation or flight planning.

7.3 We may change site design, layout, features and the third-party tools we use (for example, map, listing, IDX and photo-hosting services) at any time.

8. IDX pages and embedded listings

8.1 You are solely responsible for your IDX provider agreement, your MLS rules and all applicable regulations, and you confirm you are authorized to display your IDX feed and all of its listing data and photos on the Publications.

8.2 Your IDX link must be embeddable and able to display listings directly on our website. We are not responsible for the content, accuracy or availability of your feed.

8.3 Inquiries made through your embedded IDX go directly to you or your IDX provider. No commission or referral fee is owed to us because of those inquiries, and we do not claim or divert them. Any dispute about rights to content in your feed is between you and the rights holder.

9. Specialist programs

Aviation Real Estate Specialist, Waterfront Property Specialist and similar programs are paid marketing programs. They are not a certification, license, designation or course, are not endorsed by any real estate association, and provide no continuing education credit. You may use our logo, badge or sticker only while your plan is active and only as we describe. We may remove any participant for misuse of branding or for misleading claims about certification or credentials.

10. Events and shows

Poster and display space at shows depends on event rules, space and availability. Printing, shipping and materials are your cost unless an order says otherwise. If an event is canceled, moved or limits displays, we owe no refund. We may substitute another event or placement of similar value.

11. No guarantees

We do not guarantee any number of leads, inquiries, showings, views, clicks or results, or any sale or price. Audience figures, follower counts, map views and similar statistics are estimates and change over time.

12. Third-party contacts, fraud and impersonation

12.1 We do not screen, verify, vet or endorse any buyer, seller, agent, lender, escrow or title company, or anyone else who contacts you because of your advertising, and we are not a party to any communication or transaction between you

and them.

12.2 You are solely responsible for verifying identities, funds, credentials and payment or wiring instructions before you act on any inquiry. Common scams include overpayment or refund requests, fake escrow or closing instructions, fake buyers or renters, and requests to move a conversation or payment off normal channels.

12.3 We are not liable for any fraud, scam, phishing, impersonation, theft or loss caused by a third party, including anyone who falsely claims to represent Taking Off Solutions, LLC, Aviation Real Estate Magazine or any Publication.

12.4 Please report suspected fraud or impersonation to Connect@AviationRealEstate.com or 480-888-6380. We may share reports with law enforcement and may remove any advertising connected to suspected fraud.

13. Account and communication security

You are responsible for the security of your own email, website, social media, payment and Publisher accounts and for anything done through them. We may rely on instructions that appear to come from your account or email address. Tell us promptly if you believe your account or email has been compromised. We are not responsible for losses caused by a compromise of your accounts or devices.

14. Your ad material and photo ownership

14.1 You must provide accurate, lawful ad material in the required format and by stated deadlines.

14.2 Photo and content ownership: you confirm that you own, or have written permission from the owner to use, every photo, video, drone image, floor plan, logo, graphic and piece of text you provide or ask us to use. This includes images from photographers, MLS systems, other agents, builders and vendors. You will provide proof of permission if we ask.

14.3 If anyone claims your material infringes their rights, we may remove it immediately without notice, and Section 4.2 applies.

14.4 You are solely responsible for complying with all real estate advertising, licensing, Fair Housing, privacy, consumer protection, copyright and trademark laws. That includes broker and license disclosures required in your state.

14.5 We do not verify advertiser claims or listing information.

15. License to use your material

You grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, edit, format, display and distribute your ad material across the Publications and in our own promotion. That includes media kits, sample pages and social posts. Advertising that has already been published (past magazine editions, archived flipbooks, sent emails, social posts and printed materials) may remain where it was published. We are not required to recall or remove it after your advertising ends.

16. Not a brokerage

The Publications are directories and advertising platforms, not real estate brokerages. We are not a party to any real estate transaction. Agents featured on the Publications, including Erik McCormick, provide real estate services only through their own licensed brokerages.

17. Indemnification

You will defend, indemnify and hold harmless Taking Off Solutions, LLC and its owners, employees, contractors and partners from all claims, damages, losses, fines, costs and attorneys' fees arising from: (a) your ad material, including any photo or image; (b) any violation of third-party rights; (c) any false or misleading statement; (d) your dealings with any third party who contacts you through the Publications; (e) your breach of these terms; or (f) your failure to comply with any law.

18. Limitation of liability

To the fullest extent the law allows, our total liability for any claim is limited to the amount you paid us for the specific advertising involved during the 3 months before the claim. We are not liable for lost profits, lost sales, lost commissions, third-party fraud, or any indirect, incidental, special or consequential damages. The Publications are provided "as is" and "as available."

19. Privacy

Our Privacy Policy at https://www.aviationrealestate.com/privacy-policy explains how we collect and use information across the Publications.

20. Notices and communication

We may give any notice by email to the address on your account or order, or by posting on the Publications. Email notice is effective when sent. You agree to receive electronic communications about your account and advertising.

21. Changes to these terms

We may update these terms at any time by posting a new version with a new effective date. Updated terms apply to new purchases when posted. For existing subscriptions and orders, updated terms apply from your next renewal or new order after we post them and send email notice. Continued advertising, renewal or payment after that point means you accept them.

22. Governing law and disputes

These terms are governed by the laws of the State of Arizona. Any dispute will be resolved by binding individual arbitration in Arizona, except that either party may bring an individual claim in small claims court. Class or representative actions are waived. We may seek court relief to stop unauthorized use of our content or marks.

23. General

These terms, together with your plan, invoice or order, are the entire agreement and replace prior terms for new and renewing purchases. If any part is unenforceable, the rest remains in effect. Our failure to enforce a term is not a waiver of it. You may not assign your advertising without our written consent. Sections 5, 12, 13, 14, 15, 17, 18 and 22 survive the end of your advertising.

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