

KittyHawk

Aviation · Drones · Space · Anything That Flies

TERMS OF USE

Effective	April 22, 2026
Version	3.0
Company	Kittyhawk Media LLC, a Delaware limited liability company
Applies To	All KittyHawk users — Aviation Network, Orville AI, and all associated features
Contact	support@thekittyhawk.us

1. Agreement to Terms

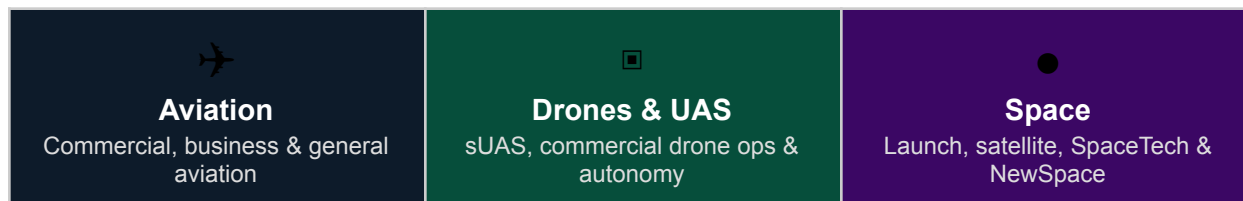
Welcome to KittyHawk. By creating an account, accessing, or using any feature of the KittyHawk platform — including the Aviation Network and Orville AI — you agree to be bound by these Terms of Use (“Terms”). If you do not agree, do not access or use the platform.

These Terms constitute a binding legal agreement between you and Kittyhawk Media LLC (“KittyHawk,” “we,” “our,” or “us”), a Delaware limited liability company. They apply to all users of the platform, including professionals across aviation, drone / unmanned aircraft systems (UAS), and the space industry.

KittyHawk reserves the right to update these Terms at any time. We will provide notice of material changes via email or in-app notification. Continued use after the notice period constitutes acceptance of the revised Terms.

2. Platform Description and Scope

KittyHawk is a professional network and AI intelligence platform purpose-built for the global community of people and organizations that operate, support, regulate, or innovate within any domain where things fly — from sea level to low-Earth orbit. The platform has three interconnected verticals:



2.1 Aviation

KittyHawk serves the full spectrum of crewed aviation, including:

- Commercial airline and regional carrier flight crews, dispatchers, and operations personnel
- Business aviation and corporate flight department professionals
- General aviation pilots, student pilots, and certificated flight instructors (CFIs / CFIs)
- Charter, fractional, air ambulance, and on-demand air cargo operators
- Fixed-base operators (FBOs) and ground handling professionals
- Aviation maintenance technicians, engineers (AMTs / A&Ps), and avionics specialists
- Air traffic control, airspace management, and aeronautical information professionals
- Aviation safety, regulatory, legal, and academic professionals
- Advanced Air Mobility (AAM) and Urban Air Mobility (UAM) operators and developers

2.2 Drones and Unmanned Aircraft Systems (UAS)

KittyHawk serves the full drone and UAS ecosystem, including:

- Commercial drone operators (Part 107 / EASA / CAA licensed and equivalent internationally)
- Recreational drone pilots and hobbyists operating under applicable authority
- UAS manufacturers, integrators, and airframe / propulsion engineers
- Drone software developers (flight management systems, autonomy stacks, GCS platforms)
- Counter-UAS (C-UAS) and airspace deconfliction technology professionals
- BVLOS (Beyond Visual Line of Sight) and autonomous operations specialists
- UTM (UAS Traffic Management) and U-Space professionals
- Agricultural, infrastructure inspection, delivery, and public safety drone operators
- UAS regulatory, compliance, and legal professionals
- Drone racing, FPV, and competitive UAS communities where tied to professional development

2.3 Space Technologies

KittyHawk serves the growing commercial space and NewSpace ecosystem, including:

- Launch vehicle engineers, operators, and mission specialists (orbital and suborbital)
- Satellite designers, operators, and ground station professionals
- In-space services, on-orbit servicing, and space logistics professionals

- Space situational awareness (SSA) and orbital debris professionals
- Spaceport operations and range safety professionals
- High-altitude balloon, stratospheric platform, and near-space operators
- Space tourism, commercial human spaceflight, and crew training professionals
- Space regulatory, licensing, and international treaty compliance professionals (FCC, FAA/AST, ITU)
- Defense and national security space professionals (unclassified contexts only)
- NewSpace startups, investors, and aerospace technology commercialization professionals

KittyHawk is not a general-purpose social network. All content, activity, and engagement must be directly relevant to aviation, drones / UAS, space technology, or closely related professional disciplines encompassing anything that flies. KittyHawk expressly reserves the right to remove any content that, in KittyHawk's sole discretion, falls outside this scope.

3. Eligibility

To register for and use KittyHawk, you must:

- Be at least 18 years of age
- Have a professional, academic, or substantive personal connection to aviation, drone / UAS, or space technology
- Provide accurate, current, and complete registration information
- Not have been previously suspended or removed from KittyHawk for a Terms violation
- Comply with all applicable local, national, and international laws, regulations, and export controls

KittyHawk reserves the right to verify eligibility, including professional credentials across aviation, UAS, and space disciplines, and to deny, restrict, suspend, or terminate access to any user who does not meet these requirements or who misrepresents their professional identity.

4. Content Policy: Anything That Flies

KittyHawk is purpose-built for professionals operating across aviation, drones, and space. The content policy is unified across all three verticals under one principle: if it flies — or directly supports, regulates, or innovates what flies — it belongs here.

4.1 Permitted Content

Permitted content spans all three verticals:

- AVIATION: Operational and technical discussions covering meteorology, flight planning, instrument procedures, airspace, NOTAM/TFR analysis, and aircraft systems
- AVIATION: Safety reporting, incident and accident analysis, SMS frameworks, and lessons learned
- AVIATION: FAA, ICAO, EASA, Transport Canada, CAA, and equivalent regulatory guidance and updates
- AVIATION: Career development, hiring, mentorship, type ratings, and professional certification guidance
- AVIATION: Business aviation market intelligence, FBO operations, charter trends, and NBAA/EBACE content
- AVIATION: AAM/UAM/eVTOL development, certification, and commercialization
- DRONES: Part 107 / EASA UAS regulations, LAANC authorizations, COAs, and waiver discussions
- DRONES: BVLOS operations, UTM / U-Space, and airspace integration topics
- DRONES: UAS hardware, software, autonomy stacks, and sensor payload discussions
- DRONES: Commercial drone applications including infrastructure inspection, agriculture, public safety, delivery, and surveying
- DRONES: C-UAS technologies, airspace deconfliction, and drone security
- DRONES: International UAS regulatory comparisons and cross-border operations guidance
- SPACE: Launch vehicle design, propulsion, and mission engineering
- SPACE: Satellite communications, remote sensing, Earth observation, and on-orbit operations
- SPACE: Commercial spaceflight licensing (FAA/AST), spectrum licensing (FCC/ITU), and international treaty compliance
- SPACE: Space situational awareness, orbital debris, and conjunction analysis
- SPACE: Spaceport development, range operations, and launch campaign support
- SPACE: NewSpace ecosystem news, investment trends, and startup ecosystem content
- SPACE: High-altitude balloon, stratospheric, and near-space operations
- CROSS-VERTICAL: Aviation, drone, and space industry events (NBAA, EAA AirVenture, Farnborough, Commercial Space Transportation Conference, InterDrone, etc.)
- CROSS-VERTICAL: Orville AI queries and discussions relating to intelligence across all three verticals
- CROSS-VERTICAL: Aerospace engineering, materials science, and propulsion R&D directly supporting flight

4.2 Prohibited Content

The following content is strictly prohibited and may be removed without notice, across all verticals:

- Political opinions, partisan commentary, or electoral content unrelated to aviation, drone, or space policy or regulation
- General lifestyle, entertainment, sports, or personal content with no connection to anything that flies
- Spam, mass messaging, chain content, or unsolicited commercial messages
- Misleading, false, or fabricated flight safety, launch safety, or UAS safety information
- Content that harasses, threatens, doxes, or targets another member
- Hate speech, discriminatory content, or content targeting individuals based on protected characteristics

- Content that violates export control laws (EAR, ITAR, FCC rules) or involves unauthorized disclosure of controlled aviation, space, or defense technology information
- Classified national security information, regardless of domain (aviation, space, or defense)
- Content facilitating illegal UAS operations, including deliberate airspace violations, disabling C-UAS systems, or weaponization of drones
- AI-generated content presented as authentic human expertise without appropriate disclosure (see Section 6.4)
- Personally identifiable information of third parties shared without consent

4.3 KittyHawk's Content Moderation Rights

KittyHawk uses automated systems and human review to maintain the integrity of the community across all three verticals. KittyHawk expressly reserves the right, in its sole and absolute discretion, to:

- Remove, restrict, demote, or add context labels to any content that is not directly connected to aviation, drones, UAS, or space technology, regardless of whether such content is otherwise lawful
- Remove content that is tangentially flight-related but primarily serves as a vehicle for political commentary, general social discourse, or off-topic promotion
- Issue warnings, restrict features, suspend accounts, or permanently terminate access for repeat violations
- Apply content removal retroactively to existing posts
- Add context labels or informational overlays to content that may be misleading, unverified, or outdated rather than removing it, where appropriate
- Escalate content to relevant safety authorities (FAA, NASA, Space Force, CISA, or applicable international authority) where content indicates an imminent safety-of-flight or range safety risk

KittyHawk is not obligated to explain each individual content moderation decision and shall not be liable for content removed in the good-faith exercise of these rights.

5. User Accounts

You are responsible for maintaining the confidentiality of your account credentials. You agree to notify KittyHawk immediately at support@thekittyhawk.us if you suspect unauthorized access. KittyHawk is not liable for any loss or damage arising from your failure to safeguard your credentials.

Each user may maintain only one primary account. Creating duplicate, fake, or impersonation accounts is strictly prohibited and may result in immediate termination of all associated accounts. Account access is personal and non-transferable.

You represent that all registration information, including professional credentials, license numbers, and operator designations across aviation, UAS, or space disciplines, is accurate and current. KittyHawk may display these designations as part of your professional profile, and you are solely responsible for their accuracy.

6. Orville AI — Comprehensive Use Policy

Orville is KittyHawk’s proprietary flight-domain intelligence platform, powered by a retrieval-augmented generation (RAG) architecture. Orville synthesizes curated data across aviation, drone / UAS, and space domains — including regulatory publications, safety databases, mission intelligence, and community knowledge — to deliver professional-grade briefings, insights, and contextual analysis.

Orville operates across all three KittyHawk verticals. Its AI provisions draw on principles established across the broader AI industry (including Anthropic, OpenAI, LinkedIn, Reddit, and Meta), adapted specifically for the safety-critical and technically complex contexts of aviation, unmanned systems, and commercial space.

6.1 What Orville Is Designed to Do

Orville is designed to support professionals across all three verticals:

- AVIATION: Regulatory research (FAA, EASA, ICAO, Transport Canada, CAA); NOTAM/TFR and airspace intelligence; METARs, TAFs, and weather briefing support; aircraft systems and performance data; accident and incident synthesis
- AVIATION: Business aviation market intelligence, FBO and charter operator data, and NBAA/industry event summaries
- AVIATION: AAM/UAM/eVTOL certification pathways, airworthiness standards, and ecosystem intelligence
- DRONES: Part 107 regulatory research; LAANC, COA, and waiver intelligence; UTM and U-Space frameworks; BVLOS operational guidance; UAS equipment and software landscape analysis
- DRONES: Commercial application intelligence (agriculture, infrastructure, public safety, delivery); C-UAS threat landscape briefings; international UAS regulatory comparison
- SPACE: Launch licensing (FAA/AST, FCC spectrum), ITU filing status, and international treaty frameworks; orbital mechanics and conjunction analysis support; SpaceTech ecosystem and NewSpace market intelligence
- SPACE: Spaceport operations and range safety intelligence; satellite communications regulatory landscape; commercial human spaceflight operator profiles
- CROSS-VERTICAL: Career, training, and certification pathway guidance across all three domains; industry news aggregation and competitive intelligence; community-driven knowledge synthesis

6.2 Accuracy and Output Disclaimer

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Orville AI outputs may be inaccurate, incomplete, outdated, or not suitable for your specific situation.

Always review and independently verify Orville outputs before relying on them operationally.

Orville is not a substitute for official publications, certified professionals, or regulatory authority — in any domain.

KittyHawk makes the following specific accuracy representations and disclaimers:

- Orville is built on probabilistic machine learning. Outputs reflect pattern-based synthesis across aviation, drone, and space domains, and may not accurately reflect current regulatory requirements, specific vehicle type data, or local conditions.
- Regulations, NOTAMs, airspace designations, launch licenses, frequency allocations, and orbital parameters change frequently. Orville's training data has a knowledge cutoff and may not reflect the most recent changes. Always cross-reference with official sources.
- Orville may generate plausible-sounding but incorrect information. This is an inherent limitation of large language model-based systems. KittyHawk continuously works to improve Orville's accuracy across all three verticals.
- Orville's space intelligence capabilities are particularly subject to rapid change given the pace of NewSpace regulatory development and international treaty evolution. Users should treat space-domain Orville outputs as starting points for further research, not final answers.

6.3 Safety-Critical Use Restrictions

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Orville AI must NEVER be used as the sole or primary basis for any safety-of-flight, safety-of-launch, or UAS operational safety decision. Human review and independent verification are MANDATORY before acting on any Orville output in an operational context, across all three verticals.

KittyHawk requires across all domains:

- **AVIATION:** Orville must not be used as the sole basis for flight planning, weather go/no-go decisions, aircraft airworthiness determinations, emergency procedure selection, or any other safety-of-flight judgment. Pilots in command and aircraft dispatchers retain full professional responsibility.
- **DRONES:** Orville must not be used as the sole basis for airspace authorization decisions, BVLOS risk assessments, waiver compliance determinations, or UAS emergency procedures. Remote PICs retain full operational and regulatory responsibility.
- **SPACE:** Orville must not be used as the sole basis for launch commit criteria evaluation, range safety decisions, conjunction avoidance maneuver planning, spectrum interference analysis, or debris mitigation compliance. Licensed mission operators retain full regulatory responsibility.
- Organizations deploying KittyHawk in enterprise or operational contexts must establish internal policies requiring human-in-the-loop review for any Orville-assisted decision affecting safety across any vertical.
- Orville is expressly not a certified avionics system, a flight management computer, a launch safety system, or a UAS remote identification device. It carries no regulatory approval under any aviation, UAS, or space certification authority.

6.4 AI-Generated Content Disclosure Requirements

When sharing or distributing Orville-generated content beyond the KittyHawk platform, users must:

- Clearly identify the content as AI-generated or AI-assisted, consistent with industry transparency standards established by platforms including Meta, LinkedIn, and OpenAI
- Not present Orville outputs as original human expertise, certified operational experience, or licensed professional opinion without appropriate qualification

- Not use Orville outputs to fabricate regulatory interpretations, incident reports, safety data, launch data, or orbital data attributed to official bodies (FAA, NTSB, EASA, NASA, ESA, FCC, ITU, etc.)
- Include the date the Orville output was generated, as aviation, UAS, and space information is acutely time-sensitive

6.5 Permitted Use of Orville

ALLOWED

Professional research and situational awareness across aviation, drones, and space. Generating briefing summaries for internal review — subject to human verification. Exploring regulatory frameworks, training pathways, and market intelligence across all three verticals.

- Querying aviation, UAS, and space data for professional research, regulatory interpretation support, and situational awareness
- Generating AI-assisted briefings and summaries across all three verticals, subject to independent verification
- Supporting internal workflow efficiency in flight planning, drone mission planning, satellite operations, and launch campaign research — with human review
- Educational, training, and simulation scenario exploration across aviation, UAS, and space
- Market research, competitive intelligence, and industry analysis within any KittyHawk vertical

6.6 Prohibited Use of Orville

- Generating or distributing flight, UAS, or space safety information you know or should know is false, misleading, or fabricated
- Using Orville for purposes entirely unrelated to aviation, drones, UAS, or space technology (Orville is flight-domain-exclusive)
- Reverse-engineering, probing, or extracting training data, model weights, or system architecture from Orville through prompt injection, adversarial inputs, or any other method
- Using automated bots, scripts, crawlers, or APIs to systematically query Orville without express written authorization from KittyHawk
- Scraping, republishing, or licensing Orville outputs at scale for commercial purposes without a separate written data agreement with KittyHawk
- Using Orville outputs as training data or benchmarks for any competing or third-party AI model, product, or service
- Using Orville to assist in identifying individuals from biometric data, location patterns, or flight/UAS tracking without their consent
- Using Orville to facilitate illegal drone operations, airspace incursions, counter-UAS jamming, or weaponization of any aircraft or UAS
- Using Orville to generate political content, electoral material, or voter influence campaigns
- Using Orville to circumvent export controls, sanctions, or trade restrictions applicable to aviation, UAS, or space technology (EAR, ITAR, FCC rules, ITU regulations)

6.7 Your Content and Orville Training

Orville AI may be improved through analysis of aggregated, de-identified usage patterns across all three verticals. Your queries and data may be used to improve Orville's intelligence, subject to the following:

- You may opt out of having your Orville interactions used for model improvement at any time through your Privacy Settings
- KittyHawk will not use your private queries to expose your individual operational, mission, or fleet data to other users
- Opting out of training data contribution does not affect your access to Orville features
- KittyHawk will not sell your Orville query data to third parties for AI training purposes

If you opt in to data contribution, KittyHawk retains de-identified query data for up to five (5) years consistent with flight-domain knowledge lifecycle standards. If you opt out, standard data retention periods apply as described in the Privacy Policy.

6.8 Orville API and Enterprise Use

Organizations accessing Orville through KittyHawk's enterprise or API features are subject to additional terms in the KittyHawk Enterprise Agreement. Enterprise administrators are responsible for:

- Ensuring all end users in their organization understand and comply with this Section 6
- Implementing human-in-the-loop oversight protocols for any safety-adjacent Orville use case across aviation, UAS, and space verticals
- Disclosing to their own end users that content is produced in whole or in part by Orville AI
- Maintaining logs of Orville-assisted decisions in safety management system or mission operations contexts as required by their regulatory obligations

6.9 Trade Controls

Orville AI may not be used in or for the benefit of, or exported or re-exported to: (a) any country, territory, or entity subject to U.S. government sanctions or embargo; or (b) any individual or entity with whom dealings are prohibited under applicable U.S. or international trade laws. Orville may not be used for any end use prohibited by applicable export control laws including EAR, ITAR, FCC spectrum rules, or ITU regulations. Inputs to Orville must not include material requiring a government export license. This restriction applies with particular force to space technology, satellite payloads, launch vehicle data, and defense-adjacent aviation systems.

7. Intellectual Property

All KittyHawk platform technology, branding, design, and proprietary content — including Orville AI, the Aviation · Drone · Space Network, and all associated software — are the exclusive property of Kittyhawk Media LLC and are protected by applicable intellectual property laws.

You retain ownership of original content you post to KittyHawk. By posting content, you grant KittyHawk a non-exclusive, royalty-free, worldwide license to display, distribute, and use your content in connection with platform operations, including improving KittyHawk's AI features, consistent with the Privacy Policy and Section 6.7.

You may not copy, reproduce, modify, distribute, or create derivative works from any KittyHawk platform component — including Orville AI outputs used in any systematic or commercial capacity — without prior written consent from KittyHawk.

Trademarks, service marks, logos, and trade names associated with KittyHawk are the exclusive property of Kittyhawk Media LLC. Use of any KittyHawk marks without prior written permission is strictly prohibited.

8. Privacy and Data

Your use of KittyHawk is governed by the KittyHawk Privacy Policy, incorporated by reference. By using the platform, you consent to KittyHawk's collection, use, and sharing of your information as described in the Privacy Policy.

KittyHawk implements a multi-layered security and privacy framework for all user data, with special care given to protecting pilot, remote PIC, and mission specialist personally identifiable information (PII), professional credentials, operational data, and sensitive mission or flight planning data across all three verticals. Our framework encompasses access controls, encryption, data minimization, and periodic security audits.

KittyHawk does not sell your personal data to third parties. KittyHawk will never license community content to AI training providers without user opt-in consent. For users in the EEA, Switzerland, the United Kingdom, or other applicable jurisdictions, additional data rights may apply. Contact support@thekittyhawk.us to exercise these rights.

9. Prohibited Conduct

In addition to the Content Policy in Section 4, you agree not to:

- Use the platform for any unlawful purpose or in violation of any applicable regulation, including FAA regulations, UAS rules, FCC spectrum rules, FAA/AST launch licensing requirements, or international aviation, space, or drone laws
- Impersonate any person, organization, airline, UAS operator, launch provider, regulator, or authority
- Create accounts to evade previous suspensions or bans
- Attempt to gain unauthorized access to KittyHawk systems, other user accounts, or restricted data
- Use automated scraping, crawling, or data extraction tools without express authorization
- Interfere with or disrupt the platform's infrastructure, servers, or security features
- Upload or transmit malicious code, viruses, or software designed to harm the platform or its users
- Engage in coordinated inauthentic behavior, including using fake accounts to manipulate community sentiment or Orville query results
- Attempt to circumvent KittyHawk's content moderation systems, including Orville's safety filters

- Use the platform to facilitate illegal UAS operations, including airspace incursions, disabling detection systems, or weaponizing UAS
- Collect or harvest other users' contact information without explicit consent
- Use the platform to conduct background checks, facial recognition, biometric analysis, or surveillance on individuals without authorization

10. Enforcement and Account Actions

KittyHawk uses automated systems and human review to identify and enforce violations of these Terms. When we become aware of a violation, we may take any of the following actions, at our sole discretion and without prior notice:

- Issue a warning or educational notice to the offending user
- Remove, restrict, demote, or add context labels to specific content
- Temporarily restrict posting, messaging, Orville access, or other feature access
- Suspend the user's account for a defined or indefinite period
- Permanently terminate the user's account and bar re-registration
- Report conduct to appropriate regulatory, law enforcement, or flight safety authorities, including FAA, NASA, NTSB, Space Force, or equivalent international bodies

Users who believe their content was removed or their account was acted upon in error may submit an appeal to support@thekittyhawk.us within 30 days of the action. Appeals must identify the specific content or action at issue and explain why the action was in error. KittyHawk will review appeals in good faith but is under no obligation to reinstate removed content or restored access.

11. Disclaimer of Warranties

THE KITTYHAWK PLATFORM, INCLUDING ORVILLE AI AND THE AVIATION · DRONE · SPACE NETWORK, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. KITTYHAWK DISCLAIMS ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

KITTYHAWK DOES NOT WARRANT THAT: (A) THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; (B) ORVILLE AI OUTPUTS ACROSS AVIATION, UAS, OR SPACE DOMAINS WILL BE ACCURATE, COMPLETE, OR CURRENT; (C) ANY DEFECTS WILL BE CORRECTED; OR (D) THE PLATFORM IS FREE OF HARMFUL COMPONENTS. AI IS AN EVOLVING TECHNOLOGY AND OUTPUTS MAY REFLECT LIMITATIONS INHERENT TO THE STATE OF THE ART AT THE TIME OF GENERATION.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KITTYHAWK MEDIA LLC, ITS MEMBERS, OFFICERS, EMPLOYEES, AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, BUSINESS INTERRUPTION, REPUTATIONAL HARM, FLIGHT OPERATIONAL LOSSES, UAS MISSION FAILURES, OR LAUNCH OR SATELLITE ANOMALIES, ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM OR ORVILLE AI.

IN NO EVENT SHALL KITTYHAWK'S TOTAL CUMULATIVE LIABILITY TO YOU EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO KITTYHAWK IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00). NOTHING IN THESE TERMS LIMITS LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW, INCLUDING LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

13. Indemnification

You agree to defend, indemnify, and hold harmless Kittyhawk Media LLC and its affiliates, members, officers, employees, and agents from and against any claims, liabilities, damages, judgments, penalties, losses, costs, expenses, and attorneys' fees arising out of or related to: (a) your violation of these Terms; (b) your content posted on the platform; (c) your misuse of Orville AI, including any reliance on Orville outputs for safety-of-flight, UAS safety, or launch safety decisions; or (d) your violation of any third-party rights or applicable aviation, UAS, or space regulations.

14. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-law principles.

Before initiating formal legal proceedings, either party agrees to first attempt to resolve any dispute through good-faith informal negotiation. Contact KittyHawk at support@thekittyhawk.us to initiate this process. If not resolved within 30 days, disputes shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. Arbitration shall take place in San Francisco, California, or remotely by mutual agreement. Judgment on any award may be entered in any court of competent jurisdiction.

CLASS ACTION WAIVER: Dispute resolution proceedings will be conducted only on an individual basis. If any claim proceeds in court, you waive any right to a jury trial. You may opt out of arbitration within 30 days of account creation by emailing support@thekittyhawk.us with the subject line "Arbitration Opt-Out."

15. Termination

You may terminate your account at any time by contacting support@thekittyhawk.us or using the account deletion feature in your profile settings. Termination does not entitle you to a refund of any paid subscription fees.

KittyHawk reserves the right to terminate or suspend your access at any time, with or without cause, and with or without notice. Upon termination, your right to use the platform immediately ceases. Sections 7, 8, 11, 12, 13, 14, and 16 survive termination.

16. General Provisions

16.1 Entire Agreement

These Terms, together with the KittyHawk Privacy Policy and any supplemental policies or enterprise addenda, constitute the entire agreement between you and KittyHawk regarding use of the platform.

16.2 Severability

If any provision is found unenforceable, it shall be modified to the minimum extent necessary to make it enforceable. The remaining provisions continue in full force.

16.3 Waiver

KittyHawk's failure to enforce any right or provision shall not constitute a waiver of that right or provision.

16.4 Assignment

You may not assign or transfer your rights or obligations under these Terms. KittyHawk may freely assign these Terms in connection with a merger, acquisition, restructuring, or sale of assets.

16.5 Force Majeure

KittyHawk is not liable for failures or delays caused by circumstances beyond its reasonable control, including acts of God, natural disasters, government actions, cyberattacks, systemic internet failures, aviation-sector disruptions, launch range closures, or orbital environment anomalies.

16.6 Changes to These Terms

KittyHawk will notify users of material changes via email or in-app notification at least 14 days before they take effect, where practicable. Your continued use of the platform after the effective date constitutes acceptance.

16.7 Contact

For legal notices, Terms questions, compliance matters, content appeals, or to exercise your data rights:

Kittyhawk Media LLC

Legal & Compliance

General Support & Legal Notices: support@thekittyhawk.us

Content Appeals: support@thekittyhawk.us (Subject: "Content Appeal")

Arbitration Opt-Out: support@thekittyhawk.us (Subject: "Arbitration Opt-Out")

Website: thekittyhawk.us

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Kittyhawk Media LLC · Launched December 17, 2025 · thekittyhawk.us