

Aircraft Info Desk

General Terms and Conditions

Last updated 11 July 2018

1. GENERAL PROVISIONS

Aircraft Info Desk, hereinafter referred to as AID, is an Internet-based information system and the intellectual property of

AviationDataServices GmbH
Zu den Eichen 4
30900 Wedemark
Germany
Management: Ingo Battis, Ivo Mynter

The terms and conditions at which AID is offered shall be governed by the agreements hereinbelow.

1.1 Contractual partners

Closed user groups such as flight schools, clubs or owner associations shall be the contractual partners of AviationDataServices GmbH for the use of AID and shall hereinafter be referred to as Clients. Individuals within these groups shall hereinafter be referred to as Users.

1.2 Contrary terms and conditions

Any contrary terms and conditions of Client shall not become part of the contract, even without express objection, including in cases of delivery.

1.3 Deviations from these Terms and Conditions

Deviations from these Terms and Conditions and/or supplements hereto as well as amendments and supplements to concluded contracts and the Terms and Conditions of AviationDataServices GmbH applicable thereto must be made in writing to be effective.

1.4 Amendment of the Terms and Conditions

AviationDataServices GmbH shall be entitled to amend these General Terms and Conditions by notifying Client of any such amendment in detail in writing (by letter, fax or e-mail). The amendments shall enter into force one month after notification. Where the amendments are to the disadvantage of Client, Client may terminate the contract within one month of receipt of such amendment notification. Where Client does not terminate the contract, the amendment shall become effective for Client at the end of the one-month period.

2. SERVICES

2.1 Rights of use

AviationDataServices GmbH shall grant Client the right to use the AID Online System to the extent specified. AviationDataServices GmbH does not grant any exceeding rights of use. Offers made by AviationDataServices GmbH are non-binding - in particular with respect to prices, quantity, delivery times and additional services. The separate Agreement on Data Processing shall apply.

2.2 Testing period

In the event of access to AID set up for testing purposes, AviationDataServices GmbH reserves the right to equip software such that AID may only be used in restricted form or may no longer be used after expiry of the agreed testing period. Client may not derive any claims therefrom.

2.3 Blocking in cases of unlawful use or abuse

AviationDataServices GmbH reserves the right to block the services at any time and without giving reasons if it becomes aware of any unlawful use or misuse of AID. In the event of the blocking of payable services, AviationDataServices GmbH undertakes to retransfer existing credit balances of Client as soon as possible, at the earliest, however, after Client has notified AviationDataServices GmbH of Client's account details, unless a SEPA mandate was agreed upon entering into the contract.

2.4 Availability

AviationDataServices GmbH endeavours to ensure the greatest possible availability of AID, but is unable to guarantee such or commit to specific percentages of availability. AviationDataServices GmbH

does not guarantee uninterrupted availability of data.

There is no guarantee that services will be provided within a certain period or that any such services will have the result expected by Client.

2.5 Maintenance and development of services

AviationDataServices GmbH reserves the right to temporarily restrict, to a reasonable extent, the services for maintenance work and further development, where such is necessary for proper or improved operation. AviationDataServices GmbH shall be entitled to supplement or change the services to improve and adapt them to technical developments, provided that such is reasonable for Client, taking into account the interests of AviationDataServices GmbH.

2.6 SMS text messages

When sending SMS text messages, AID shall forward the phone number and content of the SMS text message via a subcontractor's system to the respective operator of the mobile network used by User. The network operator shall transmit the SMS text message to the mobile device used by User. AviationDataServices GmbH has met its contractual obligations to Client upon the proper sending of the SMS text message addressed to User to the contractually obligated subcontractor.

AviationDataServices GmbH has no influence on errors which may affect the transmission of SMS text messages from AID to the network operators and on the way in which the network operators forward any such SMS text messages among each other and transmit it to User. Unless the mere sending by AID is considered, these areas are not the subject matter of the contract.

3. LIABILITY

3.1 Suitability of the services

AviationDataServices GmbH does not warrant or guarantee that the services offered are suitable for a specific service or a specific application for Client. Due to the consideration of mandatory, statutory or technical standards, AviationDataServices GmbH reserves the right to make deviations from the offer documents or from the order acknowledgment or from the offered services, provided that the services essentially correspond to the agreed services.

3.2 Loss of data

AviationDataServices GmbH shall assume no liability whatsoever in the event of data loss due to erasure by Client. In such event, Client, User or the administrator are to take care of the recovery of any such data themselves. Where applicable, Client may commission AviationDataServices GmbH to restore the data from a backup.

3.3 Failure of server or services

In the event of server or service failures, there shall be no refund of fees or downtime. AviationDataServices GmbH shall not be liable for lost profit or the recovery of data. Claims for damages against AviationDataServices GmbH and against its vicarious agents and assistants, irrespective of the legal basis, in particular for indirect and consequential damage, shall be excluded.

The foregoing exclusion of liability shall not apply in cases of intentional damage or injury to the body, life or health of a person or in the event of breach of cardinal obligations, which are obligations that are necessary to achieve the purpose of the contract and on whose compliance the contractual partner may rely. In the event of an infringement of a cardinal obligation caused by simple negligence, AviationDataServices GmbH's liability shall be limited to the typical damage foreseeable at the time of entering into the contract.

3.4 pc_met aviation weather briefing

In AID, AviationDataServices GmbH offers not only its own services but also data from the German Weather Service, Department of Aeronautical Meteorology. Only authorized users of the online self-briefing system pc_met are permitted to use such data. The contractual partner therefore undertakes to release and hold harmless AviationDataServices GmbH from and against any and all damage to the German Weather Service, which may be incurred by AviationDataServices GmbH, e.g., due to misuse of pc_met login credentials, where such damage is attributable to the contractual partner (or the contractual partner's user group). In such events, AviationDataServices GmbH shall be entitled to establish direct contact between the German Weather Service and AviationDataServices

GmbH's contractual partner, including in particular the dissemination of contact information.

3.5 Connectivity to flight data logger systems

In AID, AviationDataServices GmbH offers the option of direct connections to systems of manufacturers of flight data loggers to import actual flight data recorded by loggers into AID Services such as online aircraft logbooks. AviationDataServices GmbH shall assume no liability for the accuracy of the data received. This shall also apply in particular to the effects of any automated processing of such data in AID, in cases where errors may arise from the transmission of incorrect data to AID.

By providing Client's access credentials to the data logger system for the aforementioned connection to AviationDataServices GmbH or by otherwise connecting the systems, Client hereby instructs AviationDataServices GmbH within the meaning of data processing to process such data and agrees to the use of such data in its client system.

AviationDataServices GmbH represents and warrants that the flight data will only be processed for providing its own services and will not be transferred or sold to third parties outside Client's user group without Client's express written consent, unless AviationDataServices GmbH is obligated to do so by law. In such event, AviationDataServices GmbH shall notify the data subject accordingly without undue delay, where such is legally permissible. Any necessary consents for the transfer of data to the user group of the client system (pilot, board member, group leader etc) are deemed to have been given. Client is to ensure that the relevant data subjects are informed thereof and have given their consent to this extent.

4. CLIENT'S OBLIGATIONS

4.1 Information provided during registration

Client shall be obligated to provide truthful information during registration.

4.2 Contact person of Client

Client shall designate a person with a valid e-mail address as the main contact person for AviationDataServices GmbH, in particular as a representative of the data controller for the processing of personal data in accordance with the GDPR. AviationDataServices GmbH is to be informed without undue delay if such contact person changes.

4.3 Influence and manipulation

Client shall be prohibited from influencing or manipulating AID in its function and form by means of any software, data packages, hardware or tools.

Any damage incurred by AviationDataServices GmbH or third parties due to manipulation or attempted manipulation is to be compensated by the person who carried out the manipulation or attempted manipulation. AviationDataServices GmbH shall investigate any such incidents and, where necessary, take legal action against the person(s) responsible. AviationDataServices GmbH expressly reserves the right to assert further claims (such as for omission and information).

4.4 Consent of the end users

Client shall be obligated to obtain any and all necessary consents from the end users to be allowed to process personal data on the Aircraft Info Desk platform in accordance with the GDPR.

5. DATA PROTECTION

5.1 Data confidentiality

AviationDataServices GmbH shall treat any and all information provided by Client within the scope of processing the order confidentially or anonymously, so that no conclusions may be drawn about Client.

Client is aware that all participants in the transmission path of the Internet have the possibility of listening to and evaluating transmitted data. Client accepts such risk.

To counteract this risk, AID offers access exclusively via https but may not exclude with certainty the possibility of third parties gaining knowledge.

5.2 Access to confidential data

Client and every User shall be prohibited from using the services

provided by AID to obtain data and information for themselves or on behalf of third parties that is not specific to them or to third parties.

5.3 Privacy Policy

A separate Privacy Policy and security concept are available on our website at www.aircraft-info.de/datenschutz/.

6. COSTS

6.1 Services subject to charges

Costs are incurred for the services described as chargeable. The prices of such services are listed in the current price list. Upon request, the current price list will be sent by e-mail.

6.2 Reservation of price adjustments

AviationDataServices GmbH reserves the right to adjust the respective prices, as the modules of AID are subject to constant further development and to adapt the services to changing market conditions. Reference is made to the general right of termination in accordance with Article 8 hereinbelow.

7. TERMS OF PAYMENT

7.1 Unless otherwise contractually agreed, the remuneration shall be invoiced monthly and retroactively.

7.2 The preferred transaction type is SEPA direct debit. AviationDataServices GmbH reserves the right to charge invoice payers an additional monthly administration fee in accordance with the price list.

7.3 In the event of any transaction fees relating to the payment transactions with banks, AviationDataServices GmbH shall be entitled to charge any such fees to Client. AviationDataServices GmbH makes every effort to ensure that the processing is as cost-effective as possible.

8. TERM AND TERMINATION

The contract of use between AviationDataServices GmbH and Client may be terminated by either party at any time in text form (including letter, fax or e-mail) effective at the end of a month and for any reason whatsoever. In the event of termination of the contract, all of Client's data shall be deleted without undue delay at the beginning of the month following the submission of the final invoice, unless there is a legal obligation to store any such data (e.g., under tax law or commercial law) or Client expressly requests further storage. Any remaining credit balances of Client shall be refunded.

9. REVOCATION

Reference is made to the fact that companies within the meaning of Section 14 German Civil Code are not entitled to a right of revocation when entering into a contract via means of distance communication (Section 312b Civil Code).

10. MISCELLANEOUS PROVISIONS

10.1 This agreement shall exclusively be governed by and construed in accordance with the laws of the Federal Republic of Germany.

10.2 Where Client is a merchant, a legal entity under public law or a special fund under public law or where Client is an entrepreneur and does not have a general place of jurisdiction in Germany or the place of residence or habitual residence is not known at the time legal action is brought, the place of jurisdiction shall be Hanover, Germany. The right of AviationDataServices GmbH to bring legal action against Client at another legal venue shall remain unaffected.

10.3 Should individual provisions of the contract be or become void or ineffective, or should the contract contain a gap, the effectiveness of the remaining provisions shall remain unaffected. This shall apply in particular if mandatory statutory changes should make a re-design necessary.

10.4 The parties undertake to replace any void or unenforceable contractual provisions with such provisions which they would have agreed had they known of the defect and taken into account the purpose of the contract and compliance with the contract or, if there is a gap, to fill it.