

TERMS AND CONDITIONS

(Last updated: 30th July 2002)

Agreement

By accessing the Site you agree that you have read, understood and accepted these Terms and agree to be bound by them. We may change these Terms or the Charges at any time and any changes will be effective from the time they are posted on the Site or are otherwise notified to you. These Terms record the entire agreement, and prevail over any earlier agreement between you and us. Except as otherwise provided in these Terms, variation is only effective if signed by both Aviation Data Services and you.

Intellectual property rights

All intellectual property rights relating to the Site or the Documents are licensed.

You acknowledge that the Site and the Documents, and all related features available through the Site are provided:

- on an "as is" and "as available" basis,
- at your sole risk and
- without representations or warranties of any kind, either express or implied, and all warranties, whether express or implied, are excluded including implied warranties of merchantability and fitness for a particular purpose.

In no circumstances (including negligence) will Aviation Data Services, or any of our licensors, our related companies and affiliates or our or their officers, employees, advisers, partners, agents or suppliers, be liable for any:

- sort of damages that result from:
 - any of your information or text appearing in or on any Document,
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 - your reliance on the Site or any Document, or by any other person to whom you have provided a Document, or
 - the use of or access to, or the inability to use or access the Site or any Document, or the loss of any data;
- Indirect damage (including punitive damages), loss (including loss of use, data, profits, business or any economic loss) or cost (including legal and lawyer/client costs) caused or contributed to by us or them in relation to these Terms.

Notwithstanding the above, Aviation Data Services will supply services on a best endeavors basis. This exclusion does not limit any rights you may have under the Consumer Guarantees Act 1993. If you are using this Site or any Document for the purposes of a business, then you agree that the Consumer Guarantees Act 1993 does not apply.

License to use Documents

We give Casual Users and Subscribers a non-exclusive, non-transferable license to print or download any number of copies of a Document for your personal use or for third party end-users as part of the ordinary course of your business.

You may not change or modify any Document that has been assembled on or downloaded from the Site

The use of a Document which you have assembled or downloaded or otherwise accessed by any other person is strictly subject to these Terms, and in particular all exclusions, disclaimers and limitations. You must bring these Terms to the attention of any such person and you will be responsible for any breach of these Terms by them

Limitation of liability

Our total liability to you or anyone else using a Document, for damages, losses, and causes of action (whether in contract, tort, including negligence, under statute or otherwise), will not exceed the total amount actually paid by you to us in respect of the Document to which the liability relates.

This limitation of liability extends to our licensors, related companies and affiliates and each of our or their officers, employees, advisers, partners, agents or suppliers.

No claim will be valid unless you give Aviation Data Services written notice of the claim within 6 months after you become aware or should have become aware of the circumstances giving rise to such claim.

Indemnity

You agree to indemnify us and keep us indemnified against any loss, claim or demand (including any reasonable lawyer and own client costs) arising in relation to

- any breach by you of these Terms,
- any act or omission for which you are responsible,
- non-payment of any Charges when they become due, any information and data provided by you,
- your use of the Site or any Document,
- any claim, proceeding or demand made against us by any other person in relation to any Document which you have assembled, downloaded or otherwise accessed on the Site, or
- any infringement by you of the rights of any other person.

This indemnity extends to our licensors, related companies and affiliates and each of our or their officers, employees, advisers, partners, agents or suppliers.

Internet Security

You are responsible for protecting your own computer(s) and or network from being affected by viruses or anything else likely to corrupt or compromise your data ("Virus") while using our website. Aviation Data Services is not responsible if you are unable to access or use the website due to any Virus nor for loss or damage you may suffer as a result of a Virus affecting your computer(s) and /or network.

Passwords

Your first password will be issued to you when you first join the database, it will be a random system generated password. The first time you sign on to the Aviation Data Services Web Site you must change your password to one you select yourself. You can also change your password at any time. The password you select must not relate to any readily accessible personal data such as your name, birth date, address, telephone number, driver's license, license plate or passport. Nor must it be an obvious combination of letters and numbers, including sequential numbers (e.g. 3456) or one that can easily be guessed by someone else.

Your password must remain confidential to you alone and you must take all reasonable steps to prevent disclosure of your password.

Suspension and termination

Aviation Data Services may immediately suspend your access to the Site or terminate your registration as a Casual User or a Subscriber:

- if you breach any of these Terms,
- if we think that you have misused the Site or any Document,
- if your registration information is, or we think that it is, untrue, incomplete or not current,
- if you are or become insolvent or bankrupt, or if you make an assignment for the benefit of or enter into or make any arrangement or composition for the benefit of your creditors, or if you go into receivership or have a receiver, trustee and manager (or any of them) (including a statutory manager) appointed in respect of all or any of your property, or
- at any time by giving you not less than 30 days' prior notice.

You may terminate your registration as a Casual User or Subscriber by giving Aviation Data Services not less than 30 days' prior notice.

Effect of termination

On suspension or termination of your registration all licenses granted under these Terms will end and you may not use the Site. Terms intended to apply after termination of your registration will continue to apply.

Notices

We may give notices to you by email or by regular mail to your address. You may only give notice to us at info@avdataservices.com or by regular mail to PO Box 14123 Christchurch. Notices will be deemed delivered in the case of regular mail 2 working days after (but exclusive of) the day of mailing and in the case of email notice on the date shown on our system of sending our email to you or our system's receipt of your email to us (as the case may be).

Linking

We have not reviewed and are not responsible for any of the sites linked to the Site. You may not link to the Site (including framing, alteration of contents of the Site, re-branding of content, use of metatags or hidden text techniques) without our written consent.

Jurisdiction

These Terms, the Documents and the Site are governed by New Zealand law. You may not use the Site or Documents in any jurisdiction that does not give effect to these Terms, including this paragraph.

Dispute resolution

If any dispute arises in relation to these Terms, any party may notify the other in writing of the dispute and request resolution. The parties will then try to resolve the dispute by negotiation, mediation or other alternative resolution techniques. If the dispute is not resolved within 10 working days of the date of receipt of the notice any party may refer it to be finally resolved by arbitration under the Arbitration Act 1996.

General terms

We will not be liable for any failure or delay in performing our obligations under these Terms if the failure or delay arises directly or indirectly from a cause reasonably unforeseeable or beyond our control.

Your rights and obligations under the Terms may not be assigned, transferred or otherwise disposed of in any way by you. We may assign any or all of our rights and obligations under these Terms to any person.

No delay or failure by us to act is a waiver. No waiver is effective unless it is in writing. A waiver of a breach is not a waiver of any other breach.

In these terms and conditions (**Terms**):

"Document" means any document stored, assembled or posted on, downloaded, or printed from the Site, including any legal terms, templates or information and incorporating any information you provide to us for the document,

"Charges" means the fees we charge for the Documents and administration

"Aviation Data Services", "us", "our" or "we" means Aviation Data Services Limited,

"Site" means our website (www.avdataservices.com) and all related systems, files, components and programs, or any part of it,

"you" and "your" means:

- the person who has registered to use Documents either as a casual user (" **Casual User**") or a subscriber (and includes, where appropriate, any user registered under that subscriber name) ("**Subscriber**"), or
- any other person accessing the Site,
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"**User ID**" means your user name (your email address) and your password ("**Password**"),

"**working day**" means any day other than Saturday, Sunday or public holiday in New Zealand.

Payment details

Pricing sheet

Current as at May 2002 (subject to change).

Individual documents are paid for by credit card. Business users may apply for payment of document charges by direct debit.

Monthly account charges are paid by direct debit to a nominated NZ bank account.

For direct debit payments, a statement will be sent out by email within 7 days of the end of each month summarising the charges. Aviation Data Services will direct debit the nominated bank account on the 15th of the month following the month during which the charges were incurred.

We also accept other forms of payment. Please [contact us](#) for details.

Default interest

If we are unable to debit your nominated bank account for the full amount of any outstanding charges on the due date, then without prejudice to our other rights and remedies, we will charge interest at the rate of 12%, calculated on a daily basis, on any unpaid amount from the due date until payment is made in full as well as all bank charges and other enforcement costs that we may incur as a result of your default in payment of charges.

Privacy Statement

Aviation Data Services respects your privacy and takes all commercially reasonable efforts to protect any confidential information you give us, including 128-bit encryption (if supported by your web browser) during the payment process.

We will only use your information for the purpose of keeping in touch with you, providing our services to you and providing you with information on our products and services.

Cookies

At the commencement of your first web session, the Aviation Data Services server will seek to place a cookie - a small text file - on your hard drive. The purpose of this cookie is to store registration information in an area of the site so that you do not need to re-enter the same information every time you wish to access that part of the site. Most complex websites now use cookies to improve efficiency. If you wish, the settings of your web browser may be changed so that cookies will not be installed on your computer.

Links

Aviation Data Services provides links to third party sites. Aviation Data Services has not reviewed and is not responsible for any of the sites linked to this site.