

FLTCHECK TERMS OF SERVICE

OVERVIEW

FltCheck online application is operated by FltCtrl Ltd. Throughout the site, the terms "we", "us" and "our" refer to FltCtrl Ltd. FltCtrl Ltd offers this online application, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting, interacting or interfacing with our site, and our subsidiaries and affiliates, and/ or purchasing something from us, you engage in our "Service" and agree to be bound legally by the following terms and conditions ("Terms of Service", "Terms", "TOS"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current application shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

DESCRIPTION

The Site is an e-commerce website b2b application which has the following description: **An online collaboration system to help aviation professionals manage and collaborate on their various aviation related checklists and in turn streamline their business processes.**

Any and all visitors to our site, despite whether they are registered or not, shall be deemed as "users" of the herein contained Services provided for the purpose of this TOS. Once an individual registers for our Services, through the process of creating an account, the user shall then be considered a "member."

The user and/or member acknowledges and agrees that the Services provided and made available through our website and applications, which may include some mobile applications and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of FltCheck.com. At its discretion, FltCheck.com may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated.

FltCheck.com does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user and/or member, acknowledge, accept and agree that FltCheck.com shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect.

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF 21DEC2015.

Should you not agree to the updated, modified, revised or modified terms, you must stop using the provided Services.

Furthermore, the user and/or member understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such FltCheck.com shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

RESISTRATION

It is FltCheck.com's priority to ensure the safety and privacy of all its visitors, users and members. Thus to register and become a "member" of the Site, you must be 18 years of age to enter into and form a legally binding contract, therefore it is for this reason we do not accept the registration of users under the age of 18. In addition, you must be in good standing and not an individual that has been previously barred from receiving FltCheck.com's Services under the laws and statutes of the United Kingdom or other applicable jurisdiction. Furthermore, the registering party hereby acknowledges, understands and agrees to:

- You are to furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process.
- You are to maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.
- You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

MEMBER ACCOUNT, USERNAME, PASSWORD AND SECURITY

After completion of the registration data and creation of your username, you will be asked to create your own password—which you can later change. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account. It shall be your responsibility to notify FltCheck.com immediately if you notice any unauthorized access or use of your account or password or any other breach of security. FltCheck.com shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the TOS.

GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

Upon registration, you hereby acknowledge that by using FltCheck.com to send electronic communications, which would include, but are not limited to, email, searches, instant messages, uploading of files, photos and/or videos, you will be causing communications to be sent through our computer network. Therefore, through your use, and thus your agreement with this TOS, you are acknowledging that the use of this Service shall result in interstate transmissions.

Furthermore, due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable Content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United Kingdom and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited the sanctions control program of the United Kingdom. Furthermore, you state and pledge that you:

- are not on the list of prohibited individuals which may be identified on any government export exclusion nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- agree not to transfer any software, technology or any other technical data through the use of our

- network Services to any export-prohibited country;
- agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.K. export laws; and
- agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.K. or other applicable export and/or import laws.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES

FltCheck.com shall not lay claim to ownership of any content submitted by any visitor, member or user, or make such content available for inclusion on our website Services. Therefore, you hereby grant and allow for FltCheck.com the below listed worldwide, royalty- free and non-exclusive licenses, as applicable:

- The content submitted or made available for inclusion on the publicly accessible areas of FltCheck.com's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of FltCheck.com's sites, and shall terminate at such time when you elect to discontinue your membership.
- Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of FltCheck.com's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of FltCheck.com's sites and shall terminate at such time when you elect to discontinue your membership.
- For any other content submitted or made available for inclusion on the publicly accessible areas of FltCheck.com's sites, the continuous, binding and completely sub- licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those areas which may be deemed "publicly accessible" areas of FltCheck.com's sites are those such areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both visitors and members. However, those areas which are not open to the public, and thus available to members only, would include our mail system and instant messaging.

CONTRIBUTIONS TO COMPANY WEBSITE

FltCheck.com provides an area for our users and members to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("Contributions") to our site, you acknowledge and agree that:

- your Contributions do not contain any type of confidential or proprietary information;
- FltCheck.com shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- FltCheck.com shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;
- the contributor's Contributions shall automatically become the sole property of FltCheck.com; and
- FltCheck.com is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

COMMERCIAL REUSE OF SERVICES

The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to FltCheck.com's sites.

USE AND STORAGE GENERAL PRACTICES

You herein acknowledge that FltCheck.com may set up any such practices and/or limits regarding the use of our Services, without limitation of the maximum number of days that any email, message posting or any other uploaded content shall be retained by FltCheck.com, nor the maximum number of email messages that may be sent and/or received by any member, the maximum volume or size of any email message that may be sent from or may be received by an account on our Service, the maximum disk space allowable that shall be allocated on FltCheck.com's servers on the member's behalf, and/or the maximum number of times and/or duration that any member may access our Services in a given period of time.

In addition, you also agree that FltCheck.com has absolutely no responsibility or liability for the removal or failure to maintain storage of any messages and/or other communications or content maintained or transmitted by our Services. You also herein acknowledge that we reserve the right to delete or remove any account that is no longer active for an extended period of time. Furthermore, FltCheck.com shall reserve the right to modify, alter and/or update these general practices and limits at our discretion.

Any messenger service, which may include any web-based versions, shall allow you and the individuals with whom you communicate with the ability to save your conversations in your account located on FltCheck.com's servers. In this manner, you will be able to access and search your message history from any computer with internet access. You also acknowledge that others have the option to use and save conversations with you in their own personal account on FltCheck.com. It is your agreement to this TOS which establishes your consent to allow FltCheck.com to store any and all communications on its servers.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice. FltCheck.com shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from other websites and/or resources either provided by FltCheck or any third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. Thus, you acknowledge and agree that we are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

You further acknowledge that we are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

PROPRIETARY RIGHTS

Further to the above, you do hereby acknowledge and agree that FltCheck.com's Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by FltCheck.com or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on FltCheck.com Services (e.g. Content or Software), in whole or part.

FltCheck.com herein has granted you personal, non-transferable and non-exclusive rights and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by FltCheck.com for use in accessing our Services.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

FltCheck.com will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, FltCheck.com may disable and/or terminate the accounts of any user who repeatedly violates our TOS and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you believe has been infringed upon; A description of the location of the site which you allege has been infringing upon your work;
- The physical address, telephone number, and email address;
- A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is the truth and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

Notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Email: support@FltCheck.com

PERSONAL INFORMATION

Every member's registration data and various other personal information are strictly protected by the FltCheck.com Online Privacy Policy (see the full Privacy Policy link at FltCheck.com home page). As a member, you herein consent to the collection and use of the information provided, including the transfer of information within the United Kingdom and/or other countries for storage, processing or use by FltCheck.com and/or our subsidiaries and affiliates.

ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, airport information, civil aviation information and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel services if any information in the Service or on any related website is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

CONDUCT AND PROHIBITED USES

As a member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of FltCheck.com Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by FltCheck.com.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

for any unlawful purpose;

- to solicit others to perform or participate in any unlawful acts;
- to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;

- to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- to submit false or misleading information;
- to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- to collect or track the personal information of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- for any obscene or immoral purpose; or
- to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

FltCheck.com herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS or which would otherwise be considered offensive to other visitors, users and/or members.

FltCheck.com herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

- compliance with any legal process;
- enforcement of the TOS;
- responding to any claim that therein contained content is in violation of the rights of any third party;
- responding to requests for customer service; or
- protecting the rights, property or the personal safety of FltCheck.com, its visitors, users and members, including the general public.

FltCheck.com herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by FltCheck.com or any other content providers supplying content services to FltCheck.com. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- THE USE OF FLTCHECK.COM SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. FLTCHECK.COM AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- FLTCHECK.COM AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) FLTCHECK.COM SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) FLTCHECK.COM SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE FLTCHECK.COM SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.
- ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAIN BY WAY OF FLTCHECK.COM SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

- NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM FLTCHECK.COM OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED ELILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISON, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT FLTCHECK.COM AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGILBE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- THE USE OR INABILITY TO USE OUR SERVICE;
- THE COST OF PRECURING SUBSTITUTE GOODS AND SERVICES;
- UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

Should you intend to create or to join any service, receive or request any such news, messages, alerts or other information from our Services concerning companies, stock quotes, flight information, airport information, investments or securities, please review the above Sections Warranty Disclaimers and Limitations of Liability again. In addition, for this particular type of information, the phrase "Let the investor beware" is appropriate. FltCheck.com's content is provided primarily for informational purposes, and no content that shall be provided or included in our Services is intended for trading or investing purposes. FltCheck.com and our licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted and/or made available by way of our Services, and shall not be responsible or liable for any trading and/or investment decisions based on any such information.

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LAIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

You herein acknowledge, understand and agree, unless otherwise expressly provided in this TOS, that there shall be third-party beneficiaries to this agreement.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless FltCtrl Ltd and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party and/or from any content you may submit, post, modify, transmit or otherwise make available through our Services.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. As a member of FltCheck.com, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to support@FltCheck.com.

As a member, you agree that FltCheck.com may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

- any breach or violation of our TOS or any other incorporated agreement, regulation and/or guideline;
- by way of requests from law enforcement or any other governmental agencies;
- the discontinuance, alteration and/or material modification to our Services, or any part thereof;
- unexpected technical or security issues and/or problems;
- any extended periods of inactivity;
- any engagement by you in any fraudulent or illegal activities; and/or
- the nonpayment of any associated fees that may be owed by you in connection with your FltCheck.com account Services.

Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your account, associated email address and/or access to any of our Services.

The termination of your account with FltCheck.com shall include any and/or all of the following:

- the removal of any access to all or part of the Services offered within FltCheck.com;
- the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and
- the barring of any further use of all or part of our Services.

You will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you herein agree that FltCheck.com shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our website.

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). You may also be subject to additional terms and conditions that may apply when you use or purchase certain other FltCheck.com Services, affiliate Services, third-party content or third-party software.

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

It is at the mutual agreement of both you and FltCheck.com with regard to the TOS that the relationship between the parties shall be governed by the laws of the United Kingdom without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and FltCheck.com, shall be filed within the courts having jurisdiction within London, United Kingdom. You and FltCheck.com agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

TRADEMARK INFORMATION

You herein acknowledge, understand and agree that all of the FltCheck.com trademarks, copyright, trade name, service marks, and other FltCheck.com logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of FltCheck.com. You herein agree not to display and/or use in any manner the FltCheck.com logo or marks.

NO RIGHT OF SURVIVORSHIP NON-TRANSFERABILITY

You acknowledge, understand and agree that your account is non-transferable and any rights to your ID and/or contents within your account shall terminate upon your death or closure of your company.

STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the TOS must be filed within 1 month(s) after said claim or cause of action arose or shall be forever barred.

VIOLATIONS

Please report any and all violations of this TOS to FltCheck.com by Email: support@FltCheck.com

How to Contact Us

If you have any questions or concerns regarding the Privacy Policy Agreement related to our website, please feel free to contact us at the following contacts:

FltCtrl Ltd
71-75 Shelton Street, Covent Garden
London, WC2H 9JQ
United Kingdom
support@fltcheck.com

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