

Terms of Use Airpaper Logbook

We, Airpaper Logbook Patrick Dorrington, have developed the application "Airpaper Logbook" which can be used online at airpaper.eu and other domains.

Airpaper Logbook as a digital flight logbook for all kinds of pilots (e.g. PPL, CPL, ATPL licence holders). Airpaper Logbook is a digital supplement to your usual paper logbook. With Airpaper Logbook you can log your flights, view statistics and analyse your flying activity, manage your licenses and get information about aircraft types and airports around the world. Airpaper can be used and operated quickly, fully and easily on devices throughout the world and on most conventional and current operating systems.

1. Scope: Who and What Do These Conditions Apply to?

1.1 These Terms of Use apply to your use of Airpaper Logbook with all content, functions, services and rules for the contractual relationship between you and us. Your own General Terms and Conditions of Business will only become part of this agreement if we have explicitly agreed upon this in writing.

1.2 We can agree with you on additional Terms of Use with respect to certain applications within Airpaper Logbook. However, we will duly inform you of such additional Terms and Conditions before use.

1.3 We reserve the right to offer additional services. These Terms of Use are aimed at both end users and businesses. End users are persons who conclude legal transactions for a purpose that can be ascribed neither to their commercial nor self-employed professional activities. Businesses are either natural persons, legal entities or legally capable partnerships who exercise their commercial or self-employed professional activities when concluding a legal transaction.

2. Purpose of the Agreement: Scope of Airpaper Logbook's Offer

2.1 The purpose of this agreement is the paid or free of charge use of the Airpaper Logbook applications, which can be retrieved via airpaper.eu as a web application or via desktop applications and corresponding mobile applications ("apps"). All data is stored in the cloud and can thus be retrieved at any time by various types of terminals or a web application. In which form and on which devices you can use Airpaper Logbook is described at airpaper.eu. Airpaper Logbook provides the following for the use of various applications: Each user has their own profile. You may use Airpaper Logbook to log your block and airborne time, track aircraft and aircraft types you have flown and record which airports you have visited. To record flights, which is the main feature of Airpaper Logbook, you first must add the aircraft to the aircraft section in the application. All data you enter is kept completely private. It is not shared to any third party.

2.2 For a fee, you can subscribe to a PRO Account. The exact scope of services can be seen in the description of services of the PRO Accounts which you can access at airpaper.eu

2.3 Our aim is to provide Airpaper Logbook to you 24 hours a day, 365 days a year. Still Airpaper Logbook may be unavailable for a period of time due to, among other things, but not limited to, updates, maintenance and network outages. We will not be responsible for internet/network-related downtimes and, in particular, for downtimes in which Airpaper Logbook cannot be accessed due to technical or other problems outside our area of influence, e.g. force majeure, fault of third parties.

3. Registration, Concluding Contracts, Use of Airpaper Logbook: Rights and Responsibilities

3.1 Downloading Airpaper Logbook

3.1.1 You can download Airpaper Logbook as a web app.

3.2 Registration, Conclusion of a Contract

3.2.1 To be able to use all the functions of Airpaper Logbook, you will need to register.

3.2.2 We offer you various registration options. You can choose which of these options you would like to use to register.

3.2.3 To register with Airpaper Logbook you must supply the required data truthfully and fully. You must choose a username and an email address at which we can contact you. After you have registered, we will send you a confirmation of your registration via email. The registration process will not be completed until you have received this email ("Conclusion of Registration").

3.3 Concluding the Agreement

3.3.1 There is no entitlement to conclude an agreement for use. We can decline to accept your registration at any time without giving reasons. In this case, we will of course delete all of your information and data.

3.4 You may use all of the free features of Airpaper Logbook free of charge. Using features that are not free of charge as a "PRO" user may incur charges.

3.5 You are responsible for keeping your password confidential. This means, that you don't give it to anyone else, that you don't permit or enable third parties to gain knowledge of it and that you take the necessary steps to guarantee its confidentiality. If your credentials are lost or misused or if you suspect that they have been lost or misused, you must notify us of this immediately via email at: support@airpaper.eu.

3.6 Rules for Using Airpaper Logbook

3.6.1 When using Airpaper Logbook you must obey all of the relevant laws and other legal provisions of the Federal Republic of Germany. In particular, you may not enter and/or disseminate unlawful data or data that infringes copyrights and any other third party rights. Such data includes, but is not limited to: texts, images, graphics or links. You are solely responsible for the data and content you provide. We do not examine whether content uploaded is appropriate or free of viruses nor do we determine whether it is technically possible to examine it for viruses.

3.6.2 Before you upload any document, you must ensure that you are the owner of the exclusive usage rights of

the document and that making the document publicly available is not against any laws, moral standards and/or the rights of third parties.

3.6.3 You may not upload any files depicting violence or pornographic, discriminatory, insulting, racist, slanderous or otherwise illegal content or documents and/or make them publicly accessible. Pictures or photos showing people other than yourself may only be uploaded to Airpaper Logbook if you have the consent of each person.

3.6.4 You, as well as we, can delete or replace photos or other pictures at any time. In particular, we are entitled to remove pictures or files without prior warning if and when there is good reason to believe that publishing them on Airpaper Logbook violates the law, moral standards and/or the rights of third parties.

3.6.5 Content and texts posted on Airpaper Logbook may not be copied, disseminated or made publicly accessible in any other way without the explicit consent of the owner of the rights unless this is permitted by law.

3.6.6 Acts of harassment such as sending chain letters or communications of a salacious or sexual nature are not permitted.

3.6.7 You are not allowed to attack the operational capacity of Airpaper Logbook by any means, such as: sending mass emails (spam); carrying out hacking attempts or brute-force attacks; using or sending spy software, viruses or worms.

3.6.8 If you violate these rules, we will be entitled to issue you a warning, temporarily block your use of Airpaper Logbook or, if appropriate, to fully exclude you from its use. We are entitled to remove illegal content immediately.

3.7 Indemnification

3.7.1 You will indemnify us from all claims, including damages claims, asserted against us by other users or other third parties, including public authorities, due to violations of their rights due to content that you have uploaded to Airpaper Logbook. Furthermore, you will indemnify us from all claims, including damages claims, asserted against us by other users or other third parties, including public authorities, due to violations of their rights as a result of your use of Airpaper Logbook. You will bear all appropriate costs, including appropriate costs incurred for legal defence that we must pay as a result of your violation of the rights of third parties. All of our further rights and damage claims will remain unaffected. You are entitled to provide evidence that we have incurred lower costs than stated.

3.7.2 The above-mentioned obligations will only apply if you are responsible for the violation of rights in question; in other words, if you have knowingly or deliberately omitted to exercise due diligence.

3.8 Data Backup

You will take the necessary measures according to your own risk assessment to regularly back up the data and content you have entered, uploaded and stored on Airpaper Logbook, and create your own backup copies in order to guarantee reconstruction of the data and content in case of data loss.

3.9 Identity of Users

Technically, we are not capable to definitively determine whether a registered user on Airpaper Logbook actually has the identity they claim to have. We therefore cannot guarantee the correct identity of any user.

4. Instruction on Revocation

4.1 Regarding the agreement of the use of this service, you have, if you are a consumer with your normal place of abode or residence in the European Union, a legal right to revoke this agreement in accordance with the following:

Right of Revocation

You have the right to withdraw from this contract within 14 days without giving any reason.

To exercise the right of withdrawal, you must inform us (Airpaper Logbook Patrick Dorrington, Georgstraße 10, 64347 Griesheim, support@airpaper.eu) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may also use the attached sample withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient if you send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of Revocation

If you withdraw from this contract, we shall reimburse all payments received from you, including the costs of delivery (except for the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery that we offer), without undue delay and in any event not later than 14 days from the day on which we are informed of your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Special Notes

Your right of revocation expires prematurely if the agreement is fulfilled by both sides on your specific request before you have exercised your right of revocation. End of Instruction on the Right of Revocation

4.2 Sample Withdrawal Form

If you wish to withdraw from your contract, please fill out this sample withdrawal form and return it to:

Airpaper Logbook Patrick Dorrington, Georgstraße 10, 64347 Griesheim, support@airpaper.eu

I/We hereby give notice that I/We withdraw from my/our contract of sale of the following goods/for the provision of the following service:

Ordered on / Received on Name of user(s) Email Address Signature(s) [only if this form is returned on paper]
Date

Please delete where inapplicable

5. Responsibility for Content

5.1 We accept no responsibility for texts, content, images, data and/or information uploaded by you or other Airpaper Logbook users. Furthermore, we accept no responsibility for the design and/or content of external websites linked from Airpaper Logbook. In particular, we give no guarantee that the content showed in Airpaper Logbook is true, fulfils any particular purpose or can serve any particular purpose.

5.2 If you notice or suspect any illegal or non-contractual use of Airpaper Logbook, you can report this to us at any time via this email address: support@airpaper.eu.

6. PRO Accounts

Certain features are only accessible to users who have registered as PRO users and who pay for PRO Accounts. You will find all the benefits and features of Airpaper Logbook PRO Accounts on airpaper.eu.

6.1 Payment and Invoicing

6.1.1 Payment for using Airpaper Logbook PRO Accounts is made in accordance with the invoicing conditions selected by you. The price and discounts that apply and are accepted by all parties at the moment of transaction are indicated at: airpaper.eu.

6.1.2 Prices of applications of third-party providers or external developers are determined explicitly by them.

6.1.3 Charges are due at the beginning of each invoicing period. If you have a subscription, it will renew automatically until you cancel. Every further payment will be due at the beginning of the new payment cycle.

6.1.4 All charges and prices stated include the applicable value added tax.

6.1.5 You may only offset invoices against legally determined or undisputed claims or right of retention. You may only assign claims arising from this agreement with our written consent.

6.2 Default of Your Payments

6.2.1 If you are delayed with your payment obligations (including immediately after the first default), we will be entitled to block access to your Airpaper Logbook PRO Account. If your account is considerably in arrears, we will be entitled to terminate the agreement without notice. A "considerably" is defined as the amount of one payment. In this case, you will remain obliged to reimburse the outstanding amount.

6.2.2 The amount of damage is to be set higher or lower if we or you are able to prove greater or lesser damage.

6.2.3 We reserve the right to assert further claims for default of payment.

7. Term of Your Licensing Agreement and Termination

7.1 Free Use of Airpaper Logbook

7.1.1 The agreement on free use of Airpaper Logbook apps is for an indefinite period.

7.1.2 You can terminate the agreement at any time by selecting the "delete your account" option in the account settings, thereby deleting your account. On termination, all data associated with your account will be lost as we

will delete your account completely.

7.1.3 We can terminate this agreement in writing with a notice period of two (2) weeks (email will be sufficient).

7.2 Use of PRO Accounts

7.2.1 Depending on the PRO Account payment method, the agreement is concluded for an indefinite term or for a given fixed minimum term ("Minimum Term Agreements").

7.2.2 Both parties may terminate the agreement at any time. If you change to another PRO Account category, this will not constitute termination. We will simply adapt the conditions of payment and your rights to your new PRO Account category.

7.2.3 Agreements with a minimum term will run until the end of the agreed period and will be extended automatically by the same period if you do not terminate your Account beforehand by deleting it in accordance with No. 7.1.2 or by downgrading it to free use. If you terminate or downgrade a PRO Account, the original agreements will run to the end of the agreed term and will not be renewed. Reimbursement of already-paid fees for the current term is not possible.

7.3 In addition, the agreement may be terminated for just cause. Just cause, which would entitle Airpaper Logbook Patrick Dorrington to terminate the agreement, would be if you breach your contractual obligations, in particular the rules of use described in Section 3.6 or if you are delayed with your payment obligations in accordance with Section 6.2.1.

8. Liability for Defects

8.1 We are only liable for defects in Airpaper Logbook in accordance with Section 8 provided the impairments are not due to the restrictions in availability described in Section 2.4.

8.2 A defect will always be deemed to exist if the suitability for contractual use is suspended or considerably restricted. If suitability for contractual use is suspended in full, you will be released from paying your charges in accordance with No. 6 until the defect is corrected. If use is partially available, the charges will be reduced to an appropriate level for the period until the defect is corrected.

8.3 You must inform us of the defect in writing or by email immediately.

8.4 You are not entitled to damages due to a defect to Airpaper Logbook due to a circumstance for which we are not responsible, either existing when you sign the agreement or occurring thereafter.

8.5 Further claims and rights for defects to Airpaper Logbook than those explicitly named in No. 8 will not be recognized except if we are held liable for them by statutory provisions.

9. Liability

9.1 Free Use of Airpaper Logbook

Our liability for use of the free Airpaper Logbook product is restricted to intention and gross negligence or the absence of a guaranteed characteristic. We will be fully liable in cases of intention; in cases of gross negligence

and the absence of a guaranteed feature, our liability will be restricted to typical and foreseeable damage. Any further liability is excluded.

9.2 Use of the Airpaper Logbook PRO Accounts for Payment We will be liable as follows for use of PRO Accounts made available against payment:

9.2.1 Claims by users for compensation will not be recognized. Exceptions are: damages claimed by users for death, physical injury, harm to human health, the breach of essential contractual obligations (cardinal obligations) or liability for other damage resulting from an intently or grossly negligent breach of duty on our part, our legal representatives or assistants. Cardinal obligations within the meaning of these Terms of Use are those obligations that make the due performance of this agreement and the achievement of its objectives possible in the first place, and on the regular compliance of which the user may therefore rely.

9.2.2 Where essential contractual obligations are violated, we will only be liable for the foreseeable damage typical to agreements of this nature if the damage were merely caused negligently, unless the damage claims by the user refer to cases of death or injury to body or health.

9.2.3 Claims in accordance with the German Product Liability Act will remain unaffected.

9.2.4 The restrictions of Sections 9.2.1 and 9.2.2 will also apply in favour of our legal representatives and assistants if claims are asserted against these parties directly.

10. Miscellaneous: Final Provisions and Amendments to the Terms of Use

10.1 This agreement shall be governed by the laws of the Federal Republic of Germany.

10.2 If you have no place of jurisdiction in Germany or in any other EU member state, if you have transferred your permanent domicile abroad after these Terms of Use take effect or if your domicile or usual place of residence is unknown at the time legal action is taken, the sole place of jurisdiction for all disputes arising from this agreement will be the Federal Republic of Germany.

10.3 Should individual provisions of these Terms of Use be or become invalid and/or contrary to the statutory provisions, this will not affect the validity remaining Terms of Use. In place of the invalid, unenforceable term, the Parties shall mutually agree on such valid commercial terms which the Parties would reasonably have agreed otherwise. The above-mentioned provision will apply correspondingly in the case of omissions in these provisions.

10.4 We reserve the right to amend and adapt these Terms of Use with effect for the future. You can request the currently applicable version of the Terms of Use via support@airpaper.eu or access them at airpaper.eu/privacypolicy. You will be notified by email no later than one month before new Terms of Use take effect. If you do not object to the validity of the new Terms of Use within one month after they take effect, you will be deemed to have accepted the new Terms of Use. We will inform you separately in suitable form about the significance of the one month's notice period, your right to object and the legal consequences of non-objection. This amendment mechanism does not apply to amendments to the parties' main contractual obligations.