

PLEASE READ THIS ACCEPTABLE USE POLICY CAREFULLY BEFORE USING THE WEBSITE

This acceptable use policy (this **Policy**) sets out the content standards that apply when you use or upload content or documents to the online platform for the Global Aircraft Trading System (**GATS**) currently hosted on the website, <http://e-gats.aero/> (the **Website**, and together with the GATS online platform, and all of the systems and architecture relating to it, the **GATS Platform**), make contact with other users of the GATS Platform, link to the Website, or interact with the GATS Platform in any other way.

These Policy most recently updated on and this version is effective as at 20 May 2020.

This Policy applies to:

- Any person who is an individual accessing or using the GATS Platform for use in connection with that person's trade, business, craft or profession on behalf of a business which has its own legal identity separate from the legal identity of any individual or group or individuals (a **Business Individual**).
- Any person who is formed, incorporated or organised as a legal entity having its own legal identity separate from the legal identity of any individual or group or individuals (an **Entity**), accessing or using the GATS Platform by or through a Business Individual authorised on that Entity's behalf.
- ONLY for the purposes of the paragraph below headed '[PERSONS NOT PERMITTED TO ACCESS OR USE THE GATS PLATFORM](#)' and any other provisions incidental to it, any other individual.

PERSONS NOT PERMITTED TO ACCESS OR USE THE GATS PLATFORM

You ARE NOT permitted to access or use the GATS Platform if you are either:

- You are an individual accessing or using the GATS Platform wholly or mainly for your personal use, and not for use in connection with your trade, business, craft or profession (a **Consumer**).
- You are not a Consumer but you are an individual accessing or using the GATS Platform on behalf of a business which does not have its own legal identity separate from your legal identity or the legal identity of any other individual or group or individuals.

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1. ABOUT THE GATS PLATFORM, WHO WE ARE AND HOW TO CONTACT US

- 1.1 The GATS Platform is operated by Fexco Unlimited Company (**Fexco**) on behalf of the Aviation Working Group (**AWG, we, or us**).
- 1.2 AWG is a company limited by guarantee incorporated under the laws of Bermuda and has its registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda.
- 1.3 Fexco is an unlimited company incorporated under the laws of Ireland with company number 83934 and has its registered office at Fexco Centre, Iveragh Road, Killorglin, Co. Kerry, Ireland.
- 1.4 Persons to whom these Terms apply may be referred to in these Terms as **you** and **your**, as applicable.

- 1.5 We may amend this Policy from time to time. Every time you wish to use the GATS Platform, please check this Policy to ensure you understand the terms that apply at that time.

- 1.6 To contact us or the GATS helpdesk, please email helpdesk@e-gats.aero or call the helpdesk number listed on the GATS Platform.

2. BY USING THE GATS PLATFORM YOU ACCEPT THIS POLICY

- 2.1 By using the GATS Platform, you confirm that you accept the terms of this Policy.
- 2.2 If you do not agree to this Policy, you must not use the GATS Platform.
- 2.3 We recommend that you print a copy of this Policy for future reference.

3. **THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

This Policy forms part of and is incorporated into the [Site Terms of Use](#) for the GATS Platform. The [Site Terms of Use](#) as well as other terms, policies, notices, disclaimers and schedules incorporated into the [Site Terms of Use](#) also apply to your use of the GATS Platform.

4. **PROHIBITED USES**

4.1 You may use the GATS Platform only for lawful purposes.

4.2 You may not:

- (a) take any action whose purpose or effect is to misuse the GATS Platform or disrupt the operation or functionality of the GATS Platform;
- (b) use the GATS Platform in any way that is fraudulent, unlawful or illegal (or that has any fraudulent, unlawful or illegal purpose of effect);
- (c) use the GATS Platform in connection with a criminal offence or other unlawful activity, or in any way that breaches any applicable local, national or international law or regulation;
- (d) access any information on the GATS Platform that you are not permitted to access by the normal operation of the GATS Platform, including but not limited to accessing without permission proprietary or confidential records of other individuals, entities, trusts or transactions;
- (e) use or disclose any personal data obtained from the GATS Platform in any manner other than for purposes incidental to the proper use of GATS and its contents, or in any manner inconsistent with the [AWG Privacy Policy](#) or the [Fexco Privacy Policy](#);
- (f) impersonate another individual or Entity or access the GATS Platform using any other individual's user name, password and other access credentials; or
- (g) use the GATS Platform in any way that:
 - (i) causes, or is likely to cause any functionality of or access to the GATS Platform, or any other individual's or Entity's use or enjoyment of the GATS Platform, to be disrupted, interrupted, damaged or impaired in any way;
 - (ii) violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
 - (iii) is malicious or technologically harmful to the GATS Platform (including without limitation, computer viruses, logic bombs, trojans, worms, harmful components, corrupted data or other malicious software or harmful data that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment);

(iv) decompiles, reverse engineers, disassembles, or otherwise attempts to derive source code from the Website;

(h) post, upload or transmit to, through or from the GATS Platform any material, including identification documentation, photos or images as part of the registration process:

(i) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause inconvenience or annoyance; or

(ii) for which you have not obtained all necessary licences and approvals; or

(i) attempt to do any of the foregoing.

5. **CONTENT STANDARDS**

5.1 We may from time to time provide interactive services on the GATS Platform (collectively, **Interactive Services**) including, without limitation:

(a) The uploading, transmission and downloading of documents in connection with the electronic and digital execution of documents through the GATS Platform, including in connection with any requirements that need to be satisfied prior to the effectiveness of such documents.

(b) A separate notification facility for individuals or entities to send messages, legal and non-legal notices and documents to one another.

5.2 The Content Standards described in this Paragraph 5 (the **Content Standards**) apply to any and all material which you post, upload or contribute to the GATS Platform (a **Contribution**), and to any Interactive Services associated with it.

5.3 The Content Standards apply to each part of any Contribution as well as to its whole.

5.4 Any Contribution you make must not:

(a) Violate any law applicable to you, AWG, Fexco or, in relation to the posting or uploading of the Contribution or the manner in which it is posted or uploaded, be unlawful in England, Ireland or in the country from which it is posted or uploaded.

(b) Be defamatory of any person.

(c) Infringe any copyright, database right or trade mark of any other person.

(d) Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

(e) Promote violence.

(f) Promote any illegal activity.

(g) Be in contempt of court.

(h) Impersonate any person, or misrepresent your identity or affiliation with any person.

- (i) Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
 - (j) Be made solely for the purposes of advertising.
- 6. USER-GENERATED CONTENT IS NOT APPROVED BY US**
- The GATS Platform may include information and materials uploaded by other individuals or entities using the GATS Platform, including in connection with any Interactive Service,. This information and these materials have not been verified or approved by us. The views expressed by other users on the Website do not represent our or Fexco's views or values.
- 7. HOW TO COMPLAIN ABOUT CONTENT UPLOADED BY OTHERS**
- If you wish to complain about content uploaded by other users, please contact us at helpdesk@e-gats.aero or by calling the helpdesk number on the GATS Platform.
- 8. RULES ABOUT LINKING TO THE GATS PLATFORM**
- 8.1 You may link to the Website homepage, provided that you do so in a way that is fair and legal and does not damage our or Fexco's reputation or take advantage of it.
 - 8.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
 - 8.3 You must not establish a link to the Website in any other website that is not owned by you.
 - 8.4 The website must not be framed on any other website, nor may you create a link to any part of the Website other than the home page.
 - 8.5 We reserve the right to withdraw linking permission without notice.
 - 8.6 The other website linking to the Website must comply in all respects with this Policy.
 - 8.7 If you wish to link to or make any use of content on the Website other than that set out above, please contact us at helpdesk@e-gats.aero or by calling the helpdesk number on the GATS Platform.
- 9. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**
- 9.1 You must not misuse the GATS Platform by knowingly introducing computer viruses, logic bombs, trojans, worms, harmful components, corrupted data or other material that is malicious or technologically harmful.
 - 9.2 You must not attempt to gain unauthorised access to the GATS Platform, the server on which the GATS Platform is stored or any server, computer or database connected to the GATS Platform.
 - 9.3 You must not attack the GATS Platform via a denial-of-service attack or a distributed denial-of service attack.
 - 9.4 By breaching the terms of this Paragraph 9, you may be committing a criminal offence under the UK Computer Misuse Act 1990 and may also expose yourself to civil and criminal liability in the United States, Ireland, Singapore and in other countries around the world. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the GATS Platform will cease immediately.
 - 9.5 We do not guarantee that the GATS Platform will be secure or free from bugs or viruses.
 - 9.6 You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.
- 10. BREACH OF THIS POLICY**
- 10.1 When we consider that a breach of this Policy has occurred, we may take such action as we deem appropriate.
 - 10.2 Failure to comply with this Policy constitutes a material breach of the [Site Terms of Use](#) upon which you are permitted to use the GATS Platform, and may result in our taking all or any of the following actions:
 - (a) Immediate, temporary or permanent withdrawal of your right to use the GATS Platform.
 - (b) Immediate, temporary or permanent removal of any Contribution uploaded by you to the GATS Platform.
 - (c) Issue of a warning to you.
 - (d) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - (e) Further legal action against you.
 - (f) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
 - 10.3 We exclude our liability for all action we may take in response to breaches of this Policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate

END OF DOCUMENT.