



# Terms and Conditions

Thank you for your interest in these Terms and Conditions (these “Terms”). These Terms constitute a legal agreement between you and Polaris-Flight governing the use of our website.

## 1. ABOUT US

- 1.1. We are Polaris-Flight of Chaussée de Roodebeek, 206, 1200 Brussels, Belgium (“Polaris-Flight”, “we”, “us”, or “our”).
- 1.2. We operate [www.polaris-flight.com](http://www.polaris-flight.com) (our “website”) and my-polaris-flight our Software as a Service solution (our “SaaS”).
- 1.3. To contact us, please use [contact@polaris-flight.com](mailto:contact@polaris-flight.com), or or use our [Contact Form](#).
- 1.4. These Terms were last updated on Thursday, 11th of January, 2023, and are the current and valid version.
- 1.5. The following additional terms apply to your use of our Services and form part of these Terms:
  - 1.5.1. Our Privacy Policy;
  - 1.5.2. Our Cookie Policy;
  - 1.5.3. Our Terms of Service or SaaS Agreement, if you are using our SaaS;
  - 1.5.4. The name Polaris-Flight as well as related names, marks, emblems and images are registered and copyright of Sergio Di Donato. All rights reserved © 2023;

## 2. GENERAL

- 2.1. By using this website you are deemed to accept the following Terms ("this website" means the whole or any part of the web pages located at [www.polaris-flight.com](http://www.polaris-flight.com), and include the layout of this website; individual elements of this website's design; underlying code elements of the website; or text, sounds, graphics, animated elements or any other content of this website) operated by Polaris-Flight.
- 2.2. As you browse through this website you may access other websites that are subject to different terms and conditions. When using these other sites, you will be bound by the terms and conditions posted on those websites.
- 2.3. Polaris-Flight may change these terms at any time without notice. Any amendment will be effective immediately. Your use of this website after any amendment constitutes an agreement by you to comply with and be bound by the amended terms and conditions. Accordingly, you should read these terms from time to time for changes.

## 3. YOUR ACCOUNT

- 3.1. By using your my-polaris-flight Account, you agree and acknowledge that:
  - 3.1.1. you have read the terms set out in these Terms and agree to be bound by and comply with them; and
  - 3.1.2. you shall ensure that all Users of your Account abide by these Terms.
- 3.2. You are responsible for maintaining the confidentiality of your Account and you are responsible for all activities that occur under your Account.
- 3.3. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your Account.

## 4. USER RIGHTS AND INTELLECTUAL PROPERTY RIGHTS

- 4.1. This website is our copyright property. All rights are reserved.
- 4.2. You are provided with access to it only for your personal and non-commercial use. Other than for these permitted purposes, and for the purposes of and subject to the conditions prescribed under statutes that apply in your location, you may not, in any form or by any means:
  - 4.2.1. adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this website; or
  - 4.2.2. commercialize any information, products or services obtained from any part of this website;
  - 4.2.3. without our written permission.



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- 4.3. All rights in this website and the content on this website including copyright, design rights, source codes and any other intellectual property rights in any of the foregoing are reserved to Polaris-Flight and/or their content and technology providers.
- 4.4. All trade names, service marks and other product and service names and logos displayed on the website are proprietary to their respective owners and are protected by applicable copyright laws.
- 4.5. Nothing contained on the website should be construed as granting any license or right of use of any other person's or entity's intellectual property which is displayed on this website without their express permission.
- 4.6. You may not remove, change or obscure the Polaris-Flight logo or any notices of proprietary rights on any content of this website.

### 5. LINKS

- 5.1. This website may contain links to other websites solely for your convenience only and may not remain current or be maintained. Polaris-Flight does not endorse, recommend or approve of any information, products or services referred to on such linked sites and assumes no responsibility for the contents of any other website to which this website offers links.
- 5.2. You may not link the homepage or any other parts of this website without prior written consent from Polaris-Flight.
- 5.3. Your use of any link to a linked website is entirely at your own risk.
- 5.4. Unless stated otherwise on this website, Polaris-Flight has:
  - 5.4.1. no relationship with the owners or operators of those linked website; and
  - 5.4.2. no control over or rights in those linked websites.

### 6. PRIVACY

These terms and conditions incorporate, and should be read together with, the Polaris-Flight Privacy Policy and Cookie Policy. We will use only the personal data which you submit to us via the website in accordance with our Privacy Policy.

### 7. UPLOADING AND PROVIDING INFORMATION

- 7.1. You irrevocably and unconditionally represent and warrant that any of your information uploaded to our website and services including in our forms complies with our Privacy Policy, Belgium's Law on the protection of individuals with regard to the processing of personal data of 30 July 2018 (the Framework Act) ("DPA") and the EU General Data Protection Regulation ("GDPR") and any other applicable laws.
- 7.2. You are fully responsible for your information uploaded to our website and services. We will not be responsible, or liable to any third party, for:
  - 7.2.1. the information or accuracy of any information or data uploaded by you, by us on your behalf, or any other user of our website; or
  - 7.2.2. the loss of any information or data provided to us by you. You should keep a record of all such information and data.
- 7.3. We will only use the information uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise disclose or distribute the information uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.4. We may use the information uploaded by you for the purpose of data analytics. Any such information shall be anonymised and used only for the purposes of improving the Services and our response to users of the website.
- 7.5. We have the right to disclose your identity to any third party claiming that any information posted or uploaded by you to our website constitutes a violation of their rights under applicable law.

### 8. PROHIBITED USES



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- 8.1. You may use our website only for lawful purposes. You may not use our website:
  - 8.1.1.in any way that breaches any applicable local or international laws or regulations;
  - 8.1.2.in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 8.1.3.to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out in our prevailing terms and conditions as amended from time to time; and
  - 8.1.4.to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 8.2. You also agree:
  - 8.2.1.not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of our Terms; and
  - 8.2.2.not to access without authority, interfere with, damage or disrupt:
  - 8.2.3.any part of our website;
  - 8.2.4.any equipment or network on which our website is stored;
  - 8.2.5.any software used in the provision of our website; or
  - 8.2.6.any equipment or network or software owned or used by any third party.

### 9. LIMITATION OF LIABILITY

- 9.1. We are not liable for the completeness, accuracy or correctness of any information uploaded on our website and any related content. You expressly agree that your use of the Services and our website is at your sole risk.
- 9.2. You agree not to use the Services, our website and the related content for any resale purposes, and we have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms and conditions (including but not limited to the use of, or inability to use, the Services, our website or any other website or software) for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill or reputation; or any other indirect or consequential loss or damage.
- 9.3. Nothing in these terms and conditions shall limit or exclude our liability for: death or personal injury resulting from our negligence; fraud; and/or any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 9.4. These terms set out the full extent of our obligations and liabilities in respect of the supply of the Services and our website. Except as expressly stated in these terms, there are no conditions, warranties, representations, or other terms, express or implied, that are binding on us. Any condition, warranty, representation, or other term concerning the supply of the Services and our website which might otherwise be implied into, or incorporated in, these terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

### 10. OTHER IMPORTANT TERMS

- 10.1. We may transfer our rights and obligations under these terms and conditions to another organization, but this will not affect your rights or obligations under these terms and conditions.
- 10.2. You may only transfer your rights or your obligations under these terms and conditions to another person if we agree in writing.
- 10.3. No joint venture, partnership or agency or employment relationship has arisen by reason of these terms and conditions.
- 10.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings



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between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions or any document expressly referred to in it.

- 10.5. If we fail to insist that you perform any of your obligations under these terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.6. Each of the conditions of these terms and conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.7. These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by the laws of Belgium. In the event of any such disputes or claims in connection with these terms and conditions, you agree to first engage in good faith discussions with us to resolve such disputes or claims. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of Brussels.