

## DISCLAIMER and CONDITIONS and TERMS of USE POLICY

### Website Notice and Disclaimer

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### Conditions of Use

THE TIMES CAPTURED BY THE SYSTEM VARY BECAUSE OF THE FAA DATAFEED LIMITATIONS. TO USE THE SYSTEM PROPERLY YOU MUST EDIT AND/OR REVIEW ALL DATA FOR ACCURACY BEFORE SAVING OR IMPORTING INTO YOUR RECORDS.

You agree and continue to agree to use the myFLIGHTDATA™ system in a manner consistent with Title 14 CFR, Federal Aviation Regulations, as well as state, local, and all other applicable laws and regulations, and in accordance with the terms and conditions set out in this document and the myFLIGHTDATA™ User Agreement.

The system is designed to assist aircraft owners and operators automatically generate data that must be reviewed and/or edited for accuracy. Report accuracy depends on your review of this data for the reports to be accurate.

The responsibility for inputting (saving) the data remains with the user.

### License Agreement

Use of the myFLIGHTDATA™ System, including the reports and alerts generated from the myFLIGHTDATA™ System, is contingent upon your acceptance of the terms and conditions set forth herein. Unless you have a different written agreement with myFLIGHTDATA™, your use of this system indicates acceptance.

### Limitation of Liability

Good data processing procedure dictates that any program be thoroughly tested with non-critical data before relying on it, WE SUGGEST YOU CONTINUE USING YOUR CURRENT RECORD KEEPING SYSTEM UNTIL YOU HAVE THOUGHLY COMPLETED TESTING. Additionally, it is the user's responsibility to print and/or save hard copies of all records and reports. IMPORTANT: myFLIGHTDATA™ system will not retain history longer than the time periods specified in Title 14 CFR of the Federal Aviation Regulations.

The user assumes the entire risk of using the myFLIGHTDATA™ system. Any liability of the seller will be limited exclusively to product replacement or refund of 1 months system use only if paid in advance. To the maximum extent permitted by applicable law, myFLIGHTDATA™, its suppliers, its distributors, and its affiliates, and others who may offer the myFLIGHTDATA™ System, will not be liable for any damages whatsoever, whether direct or indirect, special, incidental, consequential, or punitive of any kind (including but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty – including of good faith or of reasonable care – negligence, and any other pecuniary or other loss whatsoever) arising out of, or in any way related to the use of, or inability to use the myFLIGHTDATA™ system or support services, or the provision of or failure to provide support services, or otherwise under, or in connection with documentation, or any provision of these terms and conditions, even if myFLIGHTDATA™ or any supplier, distributor, or its affiliates has been advised of the possibility of such damages.

The Limitation on, and Exclusions of liability for damages in this agreement apply regardless of whether liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties or conditions, or any other legal theory. myFLIGHTDATA™ furthermore disclaims all warranties, including without limitation any implied warranties of merchantability, fitness for a particular purpose, and on infringement.

**THE myFLIGHTDATA™ SYSTEM AND THE ACCOMPANYING REPORTS AND ALERTS ARE SOLD “AS IS” AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, WHICH ARE EXPRESSLY DISCLAIMED. BECAUSE OF THE VARIOUS HARDWARE AND SOFTWARE ENVIRONMENTS IN WHICH THE myFLIGHTDATA™ SYSTEM MAY BE PUT, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED.**

### Ownership

You may not reverse engineer, decompile or disassemble the myFLIGHTDATA™ System. myFLIGHTDATA™ shall retain title and all ownership rights to the myFLIGHTDATA™ System.

### Copyright

The myFLIGHTDATA™ System is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

### Maintenance

myFLIGHTDATA™ is not obligated to provide support, maintenance, or updates for the myFLIGHTDATA™ System (either by email, phone, or otherwise). However, any maintenance or updates provided by myFLIGHTDATA™ shall be covered by this Agreement.

### Returns Policy

Before purchasing the myFLIGHTDATA™ System, you are encouraged to ‘test drive’ it using the evaluation version.

The full version the myFLIGHTDATA™ System is not freely distributed, and therefore cannot be returned for a refund. In the event you encounter a problem with your installation, contact our support department for assistance.

### Governing Law

This agreement shall be governed by the laws of the state of Florida.

### Trademarks

All trademarks appearing on the service are trademarks of their respective owners.

### Modification

myFLIGHTDATA™ reserves the right, at its discretion, to revise these Terms and Conditions at any time without prior notice, and such revision shall be effective immediately upon the posting of the revised Terms and Conditions at:

[www.myFLIGHTDATA.com/terms.aspx](http://www.myFLIGHTDATA.com/terms.aspx)

[Click here to Download Copy](#)

You are advised to revisit [www.myFLIGHTDATA.com/terms.aspx](http://www.myFLIGHTDATA.com/terms.aspx) periodically as we reserve the right to change these terms and conditions at any time and without notification.