

# CavOK Limited

## Terms of Business

The following terms and conditions apply to the provision by CavOK Ltd (CAVOK) to Users of CloudBaseGA Products and Services, whether the User has purchased the Product or Service directly from CAVOK or a CAVOK appointed Re-Seller or Agent.

We believe these Terms are clear and fair. If there is anything that you want to check, contact your Supplier or Agent.

### Definitions

**Agreement** is these Terms of Business together with pricing and any other terms agreed in writing between us.

**Service** is the CloudBaseGA Service by which Users and Associated Parties are able to download flight records for their aircraft via the internet including the supply of AutoLog-FM and AutoLog applications and access to the CloudBaseGA web application.

**Products** are software applications for installation on a User PC.

**Supplier** is either CAVOK or a CAVOK appointed Re-seller of the Service.

**Agent** is a person or body authorised by CavOK to promote CloudBaseGA Products and Services.

**User** is the person or other entity paying for the Service or Product.

**Associated Parties** are parties other than User who User authorises CAVOK to provide access User's flight records.

### Ordering

To order a Product or Service User must provide the Supplier with Delivery and Service Details and a completed Direct Debit mandate. By so doing User accepts these Terms.

Where appropriate CAVOK will promptly deliver the AutoLog-FM unit to User and configure the Service according to the details provided by User. CAVOK will not change the configuration without the authorisation of the User.

### Installation

As part of the AutoLog Service, CAVOK will provide User with the removable AutoLog-FM unit for use in a single specified aircraft, together with a power connector and antenna. User is responsible for wiring the connector to a suitable protected 12-24V power supply that is controlled by the aircraft Master Power switch, locating the AutoLog-FM unit in a safe secure location within the aircraft and mounting the antenna in a suitable position to receive GPS signals.

CAVOK recommends that connection to the power supply and installation of the antenna is carried out by a qualified engineer in accordance with an approved Minor Modification for the aircraft concerned.

CAVOK will provide installation guidance but accepts no responsibility for the installation and accepts no liability for any consequences relating the installation or operation of AutoLog-FM, the power supply or antenna.

CAVOK will provide a Product installation file to User with installation, registration and user instructions.

### AutoLog-FM Warranty

#### Rental

CAVOK will replace free of charge a faulty AutoLog-FM at any time prior to termination of this Agreement on receipt by CAVOK of the faulty unit excluding power connector and antenna.

#### Purchased

CAVOK will replace free of charge a faulty AutoLog-FM within three years of purchase and prior to termination of this Agreement on receipt by CAVOK of the faulty unit excluding power connector and antenna.

### Payment

Invoices will be submitted monthly in accordance with terms agreed with User by email and settled by Direct Debit.

### Termination and Suspension

User may terminate Agreement by giving notice to CavOK.

Where an AutoLog-FM unit has been supplied on rental the AutoLog-FM including power connector and antenna must be returned postage-paid to Supplier. Payment of the Fixed Charge will be due for the month in which the returned unit is received by CAVOK together with any outstanding flight charges.

Where the AutoLog-FM unit has been purchased by User, CavOK may offer to repurchase the unit.

Operation of a Product subject to an expiry date will not be extended following termination.

CAVOK may suspend a Service or Product at any time if User fails to make a payment when it is due. User will continue to be charged and must continue to pay for the Service or Product throughout any period of suspension. Records of flights taking place whilst the AutoLog Service is suspended will not be recorded.

CAVOK may terminate the Agreement by giving a minimum of 30 days notice to the User.

### **Service Level**

CAVOK will use reasonable skill and care to provide the AutoLog Service. It is practically impossible to guarantee a totally fault free Service and CAVOK does not do so.

It is User's responsibility to ensure that aircraft flight records are complete and accurate and CAVOK accepts no liability for any consequences of incomplete or inaccurate records for whatever reason.

### **Miscellaneous**

If any part of the Agreement is found to be illegal or unenforceable by any relevant authority the remaining parts will not be affected.

### **Governing Law**

The Agreement will be governed by and interpreted by English law.