

# 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 as amended from time to time 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 automatically download flight records from their aircraft and access these on the CloudBaseGA web application.

**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 to whom User provides access to User's CloudBaseGA account.

### Ordering

To order the Service User must provide the Supplier with Delivery and Service Details, complete a Direct Debit Mandate and pay the Setup and Delivery charge. By so doing User accepts these Terms.

CAVOK will promptly deliver the AutoLog-FM unit in accordance with User's instruction 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 an AutoLog-FM flight logger for use in a single specified aircraft, together with a power connector and antenna. AutoLog-FM consists of an AutoLog unit, an antenna and a power connector.

Where AutoLog-FM is supplied on rental it remains the property of Supplier.

User is responsible for the safekeeping of the AutoLog-FM and for its return to Supplier on termination of this Agreement.

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 and connect to the mobile phone network.

User is responsible for all costs of installation.

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

### AutoLog-FM Warranty

CAVOK will supply a free replacement for a faulty AutoLog-FM and/or Antenna at any time prior to termination of this Agreement on receipt by CAVOK of the faulty item(s) excluding power connector.

User is responsible for the installation of a replacement item and any associated cost.

### Payment

An advance monthly Fixed Charge and Flight Charges for the previous month will be invoiced at the beginning of each month by email and collected by Direct Debit on or about the 15<sup>th</sup> of month. The monthly fixed charge is charged from the beginning of the month following that in which the AutoLog-FM is delivered.

### Termination and Suspension

User may terminate Agreement by giving 30 days notice to CavOK.

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

#### On Termination

- 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 by the end of the notice period. User is liable for the replacement cost of the AutoLog-FM if it is not received by Supplier by the end of the notice period for whatever reason.

- Where the AutoLog-FM unit has been purchased by User, CavOK may offer to repurchase the unit.
- Payment of the Fixed Charge will be due for the month in which the returned unit is received by Supplier together with any outstanding flight charges.

CAVOK may suspend the Service 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 throughout any period of suspension. Records of flights taking place whilst the AutoLog Service is suspended will not be recorded.

### **Service Level**

CAVOK will use reasonable skill and care to provide the CloudBaseGA Service. It is practically impossible to guarantee 100% 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.

### **Privacy**

Use of the Service is subject to CavOK's Privacy Policy. User is responsible for obtaining consent for the storage and use of their Associated Parties' data.

In respect of GDPR User is the Data Controller.

### **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.

