



2024/10/01

Agreement Between: End-User and Flight Plan Online

"SaaS Provider":	Flight Plan Online
"Flight Plan Online software":	Hosted CLOUD based flight planning solution provided by SaaS Provider.
"End-User":	Licensed SaaS Customer and End User of the software.
"Website Domain":	www.flightplanonline.co.za

Service Provision

- The SaaS Provider will provide access to 'Flight Plan Online Software' domain for the End-User. Service is delivered as-is, and access may be subject to periodic updates and maintenance.

Data Responsibility

- The End-User is solely responsible for the accuracy and completeness of any data entered into the software. The SaaS Provider is not liable for any errors, omissions, or incorrect data input by the customer or any party acting on their behalf.

Prohibited Actions

- Data Transfer: End-User are prohibited from electronically transferring the data or any aspect of the database to any other person or entity.
- Modifications: End-User may not modify, adapt, translate, or create derivative works based on the data, the database, or the software, nor any other aspect of the licensed product.

Non-Transferable License

- The End-User license granted is strictly non-transferable. Any attempt to transfer, sublicense, or share access with third parties is strictly prohibited and may result in termination of service.

Copyright

- Ownership: The SaaS Provider owns the copyright for the software, the database, and any associated documentation or video material.
- Acknowledgment: The End-User acknowledges the copyright held by SaaS Provider and agrees not to undertake any action that undermines, threatens, or infringes upon it. This includes, but is not limited to, reproduction or adaptation of the database or its data, as well as the reproduction, modification, or adaptation of any part of the software.
- Competitive Use Restriction: The End-User agrees not to use the data, the database, the software, or any documentation or aspect of the licensed product in any manner that would compete with SaaS Provider.

Disclaimer of Liability

- Purpose Fulfillment: The SaaS Provider will make reasonable efforts to ensure the software fulfills its intended purpose. However, the SaaS Provider accepts no liability for damages, whether direct or indirect, arising from the use of the software, either online or on any mobile device used by the End-User.
- User Responsibility: The End-User is solely responsible for verifying all critical flight information data.
- Assumption of Risk: 'Flight Plan Online Software', including any CLOUD or mobile solutions, is to be used entirely at the risk of the End-User.

- **Third-Party Data:** The SaaS Provider relies on information provided by airfield owners and operators and, therefore, cannot guarantee the accuracy of this information.
- **Verification with Airfields:** The End-User is advised to contact destination aerodromes directly to confirm runway conditions (NOTAMS) and general surroundings.
- **Database Accuracy:** The SaaS Provider does not guarantee the accuracy of the data in the database and cannot be held responsible for any updates to aerodrome runways, facilities, frequencies, or other aeronautical data. This software is not intended to provide essential navigational information for flight operations.
- **Device Compatibility:** Given the variety of mobile devices, the SaaS Provider provides no warranty for the software's functionality or performance on specific devices. The risk of use is entirely transferred to the End-User, who should rely on the software as a reference only.

Limitations of Liability

- The SaaS Provider is not liable for any indirect, incidental, or consequential damage resulting from use of the software, including but not limited to errors in flight bookings, schedules, or ticketing caused by End-User data input.

Indemnification

- The End-User agrees to indemnify and hold the SaaS Provider harmless from any claims, losses, or damages, including legal fees, arising from their use of the software or any third-party actions based on End-User providing input data.

Warranty Disclaimer

- The 'Flight Plan Online Software' is provided 'as is' without warranties of any kind, either express or implied. The provider disclaims any liability for loss of data, service interruptions, or any direct or indirect damages.

Breach of Agreement

- **Liability for Costs:** In the event the End-User breaches any terms of this Agreement, the End-User license holder will be responsible for all legal costs incurred by the SaaS Provider in enforcing its rights under this Agreement, whether by statute or common law, on an attorney and client scale.
- **Termination of Access:** The SaaS Provider reserves the right to terminate the user's access to the 'Flight Plan Online Software' by written notice in the event of breach. It is the End-User's responsibility to maintain accurate contact details to ensure effective communication between Flight Online and the End-User.

Termination

- Either party may terminate access at any time. Upon termination, all liabilities, restrictions, and disclaimers in this agreement will remain in effect.

Jurisdiction

- **Governing Law:** This Agreement shall be governed by the laws of South Africa.
- **Entire Agreement:** This document constitutes the entire agreement between the parties. No variation or cancellation will be effective unless in writing and signed by or on behalf of both parties. Any waiver of rights by the SaaS Provider will only be valid if reduced to writing and signed by the SaaS Provider.
- **Disputes and Notices:** All disputes and notices must be delivered by signed-for documentation or email.

Arbitration

- **Arbitration Proceedings:** Disputes will be governed by the Arbitration Act 42 of 1965, excluding section 20. Procedural matters shall follow the terms of this Agreement, and where this Agreement is silent, the Rules of Court and the laws of South Africa will apply.