

Air Portal Terms And Conditions

1. Introduction

These terms and conditions ("**Terms**") govern your use of the Air Portal platform (the "Platform").

In these terms, references to:

- "**you**" and "**your**" shall mean you, the person using the Platform for the purposes of submitting an Application (or, where you act on behalf of an organisation, such as a limited company, that organisation);
- "**us**", "**our**" and "**we**" shall mean Air Portal Ltd (our company number is 11810834 and our registered office address is at 34 Rylett Crescent, London, United Kingdom, W12 9RL);
- "**Application**" means any application that you submit via the Platform to an Approval Authority;
- "**Approval**" means approval of your Application by an Approval Authority;
- "**Approval Authority**" means third-party airport, landowner or other entity; and
- "**Fee**" means the fee that is payable by you in connection with an Application.

By using our Platform, you are agreeing to be bound by these Terms.

2. How the Platform works

The Platform facilitates communication between you and the Approval Authority, enabling you to submit Applications to Approval Authorities.

In using the Platform it is important that you are aware of our role. When you use the Platform to submit Applications, we act as a third-party facilitator between you and the relevant Approval Authority. On the one hand, we allow you as a user of the Platform to make Applications to Approval Authorities. On the other hand, we allow Approval Authorities access to the Platform for the purpose of reviewing and approving Applications. We do not assume any express or implied responsibility for the content of any Application you submit or, conversely, any action that an Approval Authority takes in connection with it.

3. Process

When you submit an Application, the Approval Authority shall be notified and requested to review it.

If permission is required from more than one Approval Authority, you will be required to submit separate Applications. Each Approval Authority will notify you separately of their decision. Please note that an Application may have a Fee, which is payable via the Platform.

Submission or confirmation of receipt of an Application does not in and of itself constitute Approval. You must wait for Approval from the Approval Authority.

If your Application is rejected or you have not received a response before your intended time of operation, you will not be entitled to carry out your intended operation.

If you need to contact the Approval Authority regarding your Application, please use the "Message" function on the Platform.

4. Payments

Fees are processed by a third party, Stripe Inc. (the “**Payment Service Provider**”) and any subsidiaries depending on your location, and you will be bound by their terms which can be accessed at <https://stripe.com/legal/consumer>.

If an Approval Authority requires a Fee to process your Application, then you agree to pay the Fee when you submit your Application or any additional Fees required. Accordingly, your payment card details will be taken by our Payment Service Provider for payment to be taken immediately.

Your Application will not be submitted to the Approval Authority until payment, if required, has been received.

If you amend your Application at any point, any refund or additional charge is at the sole discretion of the Approval Authority.

If you withdraw your request at any point, any refund is at the sole discretion of the Approval Authority. The Approval Authority may keep all or some of the Fee to cover work already completed as part of the assessment process.

If the Approval Authority rejects or cancels your Application, any refund is at the sole discretion of the Approval Authority. The Approval Authority may keep all or some of the Fee to cover work already completed as part of the assessment process.

Please note that Air Portal, at no time, stores or handles your payment card information.

5. Our responsibilities to you

We shall be responsible to you for ensuring that your Application is passed to the Approval Authority for review via the Platform. We cannot provide any guarantee regarding when that review will take place as that is outside of our control.

We will keep you updated about the progress of your Application via the Platform.

We are not responsible for obtaining a decision on your Application: this is entirely out of our control. We are not the Approval Authority. Whilst the Platform provides a facilitation service that allows you and Approval Authorities to submit and approve Applications, we do not provide any advice, guidance or recommendation to you in respect of your Application and shall not, to the greatest extent permissible by law, be responsible for any loss or damage that you suffer in connection with your Application. The Platform is otherwise made available on an “as is” basis.

We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or part of the Platform for business and operational reasons. The Platform may also be inaccessible due to planned or unplanned maintenance, but we will endeavour to ensure that planned maintenance is carried out outside of business hours.

We take reasonable steps to ensure the Platform is free from computer viruses, vulnerabilities and malware, but we do not guarantee this and accept no liability for any loss or damage resulting from a virus, vulnerability or other malicious code distributed via or encountered through the Platform.

6. Your responsibility to us and the Approval Authority

You warrant that the information contained in your Application will be true and accurate to the best of your knowledge and belief, having carried out proper investigations.

You warrant that you are properly licensed, insured, and authorised by appropriate regulatory authorities as required to carry out any operation or operations described within your Application.

You warrant that you shall always operate in accordance with all applicable laws, regulations, codes of practice and standards in connection with your activities. You further warrant that you shall obtain all necessary approvals, consents, licences and permissions that are required in order for you to carry out such activities.

Should a dispute arise between you and the Approval Authority, you should initially contact the Approval Authority via the Message function on the Platform. For the avoidance of doubt, the Platform does not provide a dispute resolution forum and if you are unable to resolve that dispute via the Message function, you and the Approval Authority shall be required to resolve that dispute independently of us and the Platform.

You agree to comply with the decision of the Approval Authority to your Application. This includes adhering to your Application and, if applicable, any additional requirements or instructions which may vary from time to time.

You agree and expressly acknowledge that any Approval to operate is not an assurance that your operation(s) can be conducted safely and that you are at all times responsible for the safe conduct of your operations.

You warrant that you have correctly selected the appropriate payment option for your Application. For these purposes, the definition of a "Recreational Flight" is for personal satisfaction with no financial reward and "Pre-authorized work on behalf of the airport" can only be selected with the permission of the Approval Authority.

Please note that the Approval Authority may provide Approval subject to your compliance with additional terms and conditions. It is your responsibility to ascertain what those terms and conditions are. It may be possible for the Platform to display some or all of those terms and conditions but we provide no warranty or guarantee in this regard.

Whilst these Terms set out the basis of your contractual relationship with us to use the Platform, you agree that if you breach any of the warranties (contractual promises) you have provided in this clause 6, those warranties are also treated as forming part of your Application and are provided to the Approval Authority directly, meaning that the Approval Authority can enforce them against you.

7. Using your data/personal information

To read our Privacy Policy, please visit www.airportal.aero. This sets out how we store and process your personal data. You should read our Privacy Policy in conjunction with these Terms.

8. Liability

To the maximum extent permissible under law, we expressly exclude any and all liability, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for any

- loss of profits;
- loss of business;
- loss of anticipated savings;
- loss of business opportunity;
- depletion of goodwill;
- damage to reputation;
- loss or waste of management or staff time or interruption of business;
- loss or corruption of data or information; or
- any special, indirect or consequential loss, costs, damages, charges or expenses,

that you suffer or incur in connection with your use of the Platform.

Subject to the paragraph immediately above and to the maximum extent permissible under law, our total aggregate liability towards you whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited on an Application-by-Application basis to (a) an amount equal to any Fee payable by you (irrespective of the Fee being payable to the Approval Authority) or (b) where you do not pay a Fee for an Application, £0.

Nothing in this clause or these Terms excludes liability where it is unlawful for us to do so. For example, due to death or personal injury causes by our negligence or due to breaches of consumer legislation that cannot be excluded or limited. However, you acknowledge and agree that we do not:

- operate an air traffic management system;
- provide separation services; or
- provide any warranty or guarantee that any Application you submit to an Approval Authority will be reviewed in a particular period of time. It is your responsibility to ensure that your Application is submitted in good time in order for it to be considered by the Approval Authority.

You are solely responsible for interpreting information provided by Approval Authorities and for the safe and lawful conduct of your activities.

You acknowledge and agree that the submission of an Application to an Approval Authority will create a separate contractual relationship between you and that Approval Authority. This may, as explained above, be subject to additional terms and conditions, and we have no obligation to bring those terms and conditions to your attention.

9. Force Majeure

We shall not be liable or responsible for any failure to perform, or delay in the performance of, any of our obligations under these Terms that is caused by events beyond our reasonable control, including but not limited to: failure of internet service providers or telecommunications networks; any virus or vulnerability that affects the Platform; acts of God, war, terrorism or civil unrest; industrial action; decisions by any governmental or regulatory body; adverse weather conditions; or any failure by a third party (such as a provider of hosting, support or infrastructure) upon whom we depend for the delivery of the Platform.

10. Acceptable Use

You agree that you shall only use the Platform to submit and manage Applications in the manner described in these Terms and on the Platform.

You must not (in each case to the greatest extent permissible by law):

- (a) attempt to gain unauthorised access to the Platform, other accounts, or any systems or networks connected to the Platform;
- (b) use automated means to access or interact with the Platform without our prior written consent;
- (c) submit false, fraudulent or misleading Applications;
- (d) impersonate any person or misrepresent your identity or affiliation;
- (e) interfere with or disrupt the Platform or its infrastructure;
- (f) reverse engineer, decompile or attempt to extract the source code of the Platform;
- (g) introduce or permit the introduction of any virus, malware, or other harmful code into the Platform or Air Portal's systems;
- (h) access, store, distribute or transmit any material that is unlawful, harmful, defamatory, obscene, or otherwise objectionable;
- (i) access the Platform in order to build a competing product or service;
- (j) license, sell, rent, lease or otherwise commercially exploit access to the Platform to any third party;
- (k) scrape, harvest, extract or copy any data from the Platform by any means, whether manual or automated, for use in any other service, application or dataset; or
- (l) access or use the Platform other than through the user interface provided by us. All other means of access, including via scripts, bots or any other automated tools, are expressly prohibited.

We may suspend or terminate your account and/or your right to access the Platform immediately if you breach these Terms.

11. Intellectual Property

All intellectual property rights in the Platform, including the software, documentation and branding, belong to Air Portal or our licensors. Nothing in These terms grants you any rights in our intellectual property except the limited right to use the Platform in accordance with these Terms. This limited right we grant to you will immediately cease on termination of your right to use the Platform.

12. Termination

You may close your account at any time by contacting us at info@airportal.aero. We may suspend or terminate your account if you commit a breach of these Terms that is incapable of being fixed or, if it is capable of being fixed, you fail to fix it within the timeframe we specify.

We may suspend or terminate your account at any time for any other reason with reasonable notice.

13. Changes to These Terms

We may update these Terms from time to time. Your continued use of the Platform after such notification constitutes acceptance of the updated Terms.

It is your responsibility to check the current version of these Terms each time you submit an Application, as they may and likely will change.

14. Transfer

We may transfer our rights and obligations under these Terms to another organisation. We will ensure that the transfer will not affect your rights under these Terms and will notify you where we are required to do so under applicable laws.

15. Governing Law and Disputes

These Terms and their subject matter shall be governed by and interpreted in accordance with the laws of England and Wales. Any dispute arising under or in connection with these Terms shall be exclusively determined by the Courts of England and Wales, unless consumer laws allow you to commence proceedings in another territory and that right is not capable of exclusion by this clause.