

Terms and conditions

I agree with the following AIS Uganda Terms and Conditions for use of the AIS Website, and by registering and/or making use of the services, I accept these terms and conditions irrevocably and without reservation.

The terms and conditions set out below apply exclusively to the web services provided by AIS Uganda. Other terms and conditions are only valid if expressly acknowledged in writing. Failure to acknowledge other proposed terms and conditions, whether individual or general, shall not be construed as implied acceptance by AIS Uganda of such terms and conditions, even though the services are provided. The terms and conditions applicable are the Versions in force at the time services are requested or provided. It is the customers' responsibility to inform themselves of the current versions from the website before requesting the services. Services are provided in the form available at the time of provision.

Registration for access to the system

By registering, customers apply for a user account that enables them to make use of services via the internet. The customer undertakes to provide correct and complete information. It is the customer's responsibility to inform AIS Uganda of any changes in its data without undue delay. Incomplete and/or incorrect information will not be processed; respectively AIS Uganda is entitled to deactivate the user account.

1. Rights Granted

- (a) AIS Uganda grants the Subscriber the right to access the above indicated application or applications (the "Application") for the purpose of filing a flight plan on-line, accessing AIS Uganda Aeronautical Information and submitting aeronautical information to AIS Uganda pursuant to the provisions of this Agreement. Any access to the Application may be controlled or may be otherwise subject to limitations on the type of activity that may be conducted by the Subscriber.
- (b) All proprietary rights, including all intellectual property rights world-wide arising under the law, and whether or not perfected, including all
 - (i) Patents, patent applications and patent rights;
 - (ii) rights associated with works of authorship including copyrights, copyright application, copyright registrations, mask work rights, mask work applications, masks work registration;
 - (iii) Rights relating to the protection of trade secrets and confidential information;
 - (iv) Any right analogous to those set forth in this definition and any other proprietary rights relating to intangible property and
 - (v) Divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, or hereafter filed issued or acquired, shall remain with AIS Uganda.

- (c) The Subscriber hereby consents to AIS Uganda 's use of the personal and confidential information provided pursuant to this agreement, including any information filed on any flight plan, for data handling/processing of the flight plan, Search and Rescue (SAR) purposes and billing purposes.

2. Access

- a) Following reasonable notice to the Subscriber, the Application may be interrupted at any time in order to maintain, modify or enhance the Application. Although AIS Uganda shall use reasonable efforts to ensure the Applications uninterrupted availability, no responsibility is assumed for interruptions of or delays in delivery of same.
- b) The rules of using Uganda's AIS website will be applied to all users and visitors. The website usage may be stopped, and/or prevented, in case of any violation on the part of any user or if there are good reasons for believing that any user has violated rules and conditions of usage. Users shall not be permitted to violate or attempt to violate the applicable procedures and regulations for protecting the website including but not limited to the following:
- Accessing details that are not intended to be provided to this user or logging into a system that the user is not authorized for.
 - Attempting to conduct any test or survey for finding weakness in any system or network infrastructure of the website.
 - Attempting to interfere with the service provided by, including but not limited to, placing a virus on the website, increasing load to or immersing it, sending commercial messages to it or avalanching it with electronic messages or even destroying it.
 - Sending unwanted messages to the website like commercials and/or advertisements, falsifying any other information, or sending news messages.
 - Using Uganda's AIS website by any means, any part of it or on its behalf, by referring to it, assuming the identity of its name involving offense or libel of any website or any person whomsoever, announcing any untrue news or information, and ascribing it to the AIS unrightfully. Violating rules of usage, system or network, shall expose the involved person to civil and criminal liability. Cases of such violations shall be investigated and the person involved shall be legally prosecuted

3. General Restrictions on Use

The Subscriber agrees to the following restrictions on the use of the application:

- (a) Access to the Application is provided solely and exclusively for the internal use of the Subscriber. The Subscriber shall not provide access to the Application to any other person or entity including any affiliate.
- (b) The Subscriber acknowledges that the Application was compiled, revised, selected and arranged by AIS Uganda through the application of methods and judgement developed and applied through the expenditure of substantial time, money and effort, and constitutes valuable intellectual property, including copyright, protected compilations, and trade secrets of AIS Uganda.
- (c) The Subscriber acknowledges that AIS Uganda will, using its best efforts, operate and maintain the Application.

- (d) The Subscriber agrees to co-operate with AIS Uganda and protect the intellectual Property, including copyright and/or any other proprietary rights of the Application.
- (e) The Subscriber agrees to not sell, transfer, assign, publish, distribute, disseminate, allow any third party access to, or convey any part of the application. The Subscriber shall however have the right to print single copies of confirmation of the filing of the flight plan obtained, using the application and utilize same for personal use or in the normal course of its business.
- (f) The Subscriber agrees that it shall not attempt to copy, modify, reverse engineer, disassemble, decompile or decrypt the Application and that it shall not attempt to reconstruct copy or prepare derivative works based on the Application.
- (g) The Subscriber shall not remove, alter or obscure any proprietary notices on the Application or any printed extracts.
- (h) The Subscriber is responsible for the protection and use of the user identifier (USERID), password, and access control items to be used by the Authorized User. The Authorized User shall be the only person authorized to use the Application and the Authorized User shall not be permitted to share the USERID or assigned password.

4. Termination

- (a) AIS Uganda may terminate this Agreement by 30 days written notice to the Subscriber.
- (b) In the event that AIS Uganda determines, at its sole discretion, that the Subscriber has violated any of the terms and conditions contained in this Agreement, AIS Uganda shall have the right to unilaterally terminate the Agreement immediately.

5. Disclaimer of Warranties;

AIS Uganda does not warrant that the Application will perform uninterrupted or error free, that any deficiency can or will be corrected, or that the functions or performance of the Application will meet the Subscriber's requirements.

6. General

(a) Changes.

AIS Uganda may from time to time, and in its sole discretion, change the content or format of the Application in accordance with general changes made to its standard service offering. The terms and conditions applicable to use of the Application may be changed from time to time upon reasonable notice to the Subscriber.

(b) Assignment.

This Agreement and any rights arising out of this Agreement may not be assigned in whole or in part by the Subscriber without the written consent of AIS Uganda.

(c) Force Majeure.

AIS Uganda shall not be liable for any default or delay resulting from circumstances beyond its reasonable control.

(d) Notifications.

The Subscriber requests and authorizes AIS Uganda to inform the subscriber from time to time of other services available from AIS Uganda.

(e) Injunctive Relief.

Since unauthorized use or disclosure of the Application may diminish substantially the value of AIS Uganda's intellectual property rights, including copyright, proprietary rights, and/or trade secrets interests that are embodied in same and if the Subscriber breaches any of the Subscriber obligations with respect to limited use of same, AIS Uganda will be entitled to all remedies available at law or in equity to protect their interests therein, including but not limited to injunctive relief as well as money damages.

(f) Jurisdiction.

The terms of this Agreement shall be construed according to the laws of and shall be subject to the nonexclusive jurisdiction of the courts of Uganda. The Subscriber agrees to commence any action relating to or arising from this Agreement in such courts.

(g) Severability.

The invalidity or unenforceability of any provision or covenant in this agreement shall not affect the validity or enforceability of any other provision or covenant herein contained, and this Agreement shall be construed as if such invalid or unenforceable provision or covenant were omitted.

(h) Action.

No action, regardless of form, arising out of or pertaining to the Application may be brought by the Subscriber more than two (2) years after the cause of action, its discovery by the Subscriber or such time as it should have reasonably been discovered by the Subscriber.