

PilotLog Terms & Conditions

**BY SUBSCRIBING TO THE PILOTLOG SERVICE,
YOU AGREE TO ABIDE BY THE FOLLOWING TERMS & CONDITIONS**

THESE TERMS IN NO WAY AFFECT YOUR STATUTORY RIGHTS

**Revision 3 : 1st December 2008
Effective Date : 1st December 2008**

Table of Contents

1 - Definitions	2
2 - Rights of Author	2
3 - Data Protection	2
4 - Subscriptions	3
4.1 - Trial Period	3
4.2 - Payment of Fees	3
5 - Cancellation of PilotLog Account	3
5.1 - Cancellation by User	3
5.2 - Cancellation by MJICCS	3
6 - Security of Data	4
6.1 - Data Backup	4
6.2 - User Login Details	4
7 - Changes to Published Terms & Conditions	4
8 - Force Majeure	4
9 - Limitation of Liability	5

1 - Definitions

- 1.1 - 'PilotLog' is an online service, for the sole use of subscribers, for the purpose of electronically logging details of flying hours for commercial or private flying records.
- 1.2 - 'User' is a person subscribing to the PilotLog service.
- 1.3 - 'MJICCS' is defined as being the author, operator and provider of the PilotLog service, and includes all MJICCS staff.
- 1.4 - 'PilotLog Server' is defined as being the third party computing facility, contracted by MJICCS to host the PilotLog program and data.
- 1.5 - 'PayPal' is defined as being the third party payment handling facility, used by MJICCS to process users' recurring subscription payments.

2 - Rights of Author

- 2.1 - PilotLog is designed, operated and maintained by MJICCS.
- 2.2 - PilotLog is subject to Copyright, © MJICCS 2004-2008.
- 2.3 - The Intellectual Property rights of PilotLog are deemed to be the sole property of MJICCS.
- 2.4 - The PilotLog software is licensed for use on-line, running on the PilotLog Server only. No part of the
- 2.5 - PilotLog software may be copied (except for caching), distributed or modified in any way without the express written permission of MJICCS.
- 2.6 - MJICCS and its staff do not endorse any opinions or comments expressed by users of PilotLog.
- 2.7 - MJICCS reserves the right to modify the content, features and design of PilotLog at any time without prior notification to users. The concept of PilotLog will remain as defined above.
- 2.8 - MJICCS reserves the rights to refuse service and / or access to PilotLog to anyone, without explanation.

3 - Data Protection

- 3.1 - The data provided by the user (in the form of personal details or PilotLog logbook entries) will be securely kept, for the sole purpose of administration of the PilotLog service. Access to this data will be strictly limited to MJICCS and will not be made publicly available for any reason, other than when required by law.
- 3.2 - Users are responsible for maintaining the accuracy of their personal details held on file. Failure to notify either PilotLog or MJICCS of any changes to personal details does not excuse the user from compliance with any changes to published terms and conditions.
- 3.3 - A facility has been provided within the PilotLog program for users to view their personal details and make any amendments necessary.
- 3.4 - Alternatively, details can be forwarded by e-mail to subscribe@pilotlog.co.uk.
- 3.5 - Users grant MJICCS unrestricted access to all data held on their PilotLog accounts, for the purposes of maintenance, troubleshooting and upholding these terms and conditions. MJICCS will not modify any records without the consent (verbal or otherwise) of the user, and then only in the event of maintenance or troubleshooting.

4 - Subscriptions

4.1 - Trial Period

4.1.1 - The PilotLog service is available for a trial period for user evaluation, subject to free subscription at the PilotLog website. A fee will become payable at the end of the trial period, should the user wish to continue the use of their PilotLog account.

4.1.2 - The trial period will commence on the date that a user account is created on the PilotLog Server.

4.1.3 - The trial period will end at 23:59 UTC on the last day of the month of expiry.

4.1.4 - At the end of the free trial period, should the user not wish to continue the use of the PilotLog service, any data entered into the users database will be deleted at the discretion of MJICCS.

4.2 - Payment of Fees

4.2.1 - A subscription fee will become payable at the end of the trial period, should the user wish to continue the use of the PilotLog service.

4.2.2 - Subscription fees will be paid annually or monthly. The user has the choice of annual or monthly payment.

4.2.3 - Subscriptions are to be paid through a PayPal account. PayPal will automatically deduct the amount due from the user's account at the agreed interval. This will continue until the subscription is cancelled by the user or by MJICCS.

4.2.4 - The user is responsible for maintaining their PayPal account, specifically but not limited to, ensuring that current details are held to permit automatic payment of subscription fees.

4.2.5 - The user is able to cancel the PayPal subscription service (and hence their PilotLog membership) at any time by notifying PayPal, or by contacting subscribe@pilotlog.co.uk.

4.2.6 - If the user fails to pay the subscription fees within one week of the due date, access to the user account will be suspended. This can be reinstated upon payment of the overdue subscription fee.

4.2.7 - If the user fails to pay the subscription fees within one month of the due date, it will be deemed that the user does not wish to renew the subscription and their data will be deleted from the PilotLog Server (without further warning or backup).

4.2.8 - Alternative methods of payment will be at the discretion of MJICCS.

5 - Cancellation of PilotLog Account

5.1 - Cancellation by User

5.1.1 - Should the user wish to cancel their PilotLog account at any time other than the end of the subscription period, written notice must be forwarded to subscribe@pilotlog.co.uk.

5.1.2 - In the case of annual subscriptions, a proportion of the subscription fee will be refunded in the event of the user terminating their PilotLog account. The amount refunded will be one year's subscription fee, prorated for the number of full months remaining in the subscription period, less one month, held as an administration charge.

5.1.3 - In the case of monthly subscriptions, no refunds will be made.

5.1.4 - If a user cancels their account, their data will be deleted from the PilotLog Server on the agreed cancellation date.

5.2 - Cancellation by MJICCS

5.2.1 - MJICCS reserves the right to terminate any user account (without advance notice) where the user is found to be misusing or abusing the PilotLog service. This includes, but is not limited to, the inclusion of obscene, libellous or defamatory material within the PilotLog program.

5.2.2 - Where possible, formal notice of the reasons for termination will be sent to the e-mail address held on record. The user has the right to appeal against this decision, but MJICCS reserves the right to uphold any decision made without further justification.

5.2.3 - In the event of a user account being terminated for such reasons, no refund of subscription fees will be made and no guarantee is made that data will be returned or backed up before deletion from the PilotLog Server.

6 - Security of Data

6.1 - Data Backup

6.1.1 - The PilotLog Server will make all reasonable efforts to protect and backup data for all users on a regular basis, however they will not be held responsible for the guarantee of existence, accuracy or regularity of their backup services.

6.1.2 - MJICCS will make backup data for all users once a month (minimum), to safeguard against failure of the PilotLog Server.

6.1.3 - It is recommended that users make backups of their own data, in case of loss or corruption. A download facility has been provided within the PilotLog program for this purpose, and backups can be restored upon submittal to support@pilotlog.co.uk. MJICCS reserves the right to make a charge for this service, if the loss of data is due to user action or negligence.

6.1.4 - It is recommended that users maintain a printed copy of both their Flying and Simulator Logbooks for their own records.

6.1.5 - MJICCS cannot be held responsible for loss of data due to users' misuse of the PilotLog service.

6.2 - User Login Details

6.2.1 - The user is responsible for the security of their login details, and should not divulge these to any other party, even if they purport to act on behalf of either PilotLog or MJICCS. Failure to abide by this may result in the termination of their PilotLog account.

6.2.2 - A card will be provided to each user, detailing their individual user name and password. These are required in order to access the user's secure PilotLog account. Should this card be lost, it is the user's responsibility to report this immediately to security@pilotlog.co.uk, whereupon the users login details can be reset.

6.2.3 - MJICCS reserves the right to charge an administration fee of £5.00 to issue a replacement card. The user is responsible for ensuring that they logout of any public access (non-secure) computers.

6.2.4 - MJICCS cannot be held responsible for loss of, or modification to users logbook data, in the event of the user losing their login details, or failing to logout of any non-secure computer.

7 - Changes to Published Terms & Conditions

7.1 - Should there be any changes to the published terms and conditions, notice will be sent to the e-mail address held on file. This will provide details of the changes, and will give the user the option to terminate their PilotLog account without the payment of any administration fee, should they not choose to agree to the new terms and conditions.

7.2 - Failure of the user to maintain the accuracy of their personal details (in this case, specifically their e-mail address) does not excuse compliance with the any changes to the published terms and conditions. The terms and conditions will be available for review and download at the PilotLog homepage.

7.3 - MJICCS will not be held responsible for the failure of a user to receive any communications regarding the PilotLog service.

8 - Force Majeure

8.1 - MJICCS cannot be held responsible for discontinuities in the PilotLog service due to acts beyond their control, although they will make all reasonable efforts to seek alternative solutions to minimise disruption if at all possible. Such discontinuities of service may include, but are not limited to:

- Acts of God (e.g. natural disaster).
- Act or Omission of Government, War or Hostilities.
- Fire, Explosion, Accident or Breakdown of Essential Equipment.
- Performance failures of third parties (e.g. Server failure, maintenance shutdown or bankruptcy on the part of PilotLog Server or PayPal).

9 - Limitation of Liability

9.1 - Data held on the PilotLog Server is deemed to have no commercial or financial value.

9.2 - Under no circumstances will MJICCS be liable for any consequential, indirect, incidental, special or punitive damages, arising from loss of data.

9.3 - MJICCS will not be held responsible for any losses that may occur where a user account is accessed by third-parties through illegal or otherwise unauthorised means, including but not limited to situations where data is accessed through the exploitation of security gaps, weaknesses or flaws (whether known or unknown to MJICCS at the time) which may exist in the PilotLog service.

9.4 - MJICCS will not be liable for any loss or damages that result (or are alleged to have resulted) from the use of or inability to use the PilotLog service, or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, viruses, defects, delays in operations, or transmission or any failure of performance.

9.5 - In the event of any dispute, English Law will apply.