1. Scope of application

The subject of these Terms and Conditions (the "Agreement") are the Flightnet aircraft scheduling service (the "Service") provided by Nexon Solutions GmbH to the subscriber of this service (the "Customer").

Nexon Solutions GmbH provides the System exclusively on the basis of these Terms and Conditions. Modifications to these Terms will not be accepted unless we agree expressly and in writing.

By subscribing to the Flightnet aircraft scheduling service, the Customer agrees to all Terms, Conditions and Notices contained in this Agreement.

2. Service description

(1) Nexon Solutions GmbH provides an online aircraft scheduling service (the "Service") to the Customer that can be configured and maintained by the Customer. The access is provided through a web-browser interface.
(2) The System can provide messaging through email, SMS or other suitable means.
(3) The Service is provided on the infrastructure of Nexon Solutions GmbH or its sub-contractors.

3. Performance/obligations of the Customer

(1) The Customers shall be responsible for the lawful use of the Service and in accordance with the Terms of Service.
(2) The Customers shall be responsible for the content of all information transmitted or processed on their behalf by the Service or made available by them to third parties. Nexon Solutions GmbH accepts no responsibility for such content or for information received by customers or transmitted or made available by third parties via telecommunication networks.
(3) The Customer may not reproduce, copy, sell or resell for any commercial purposes any portion of the Service.
(4) The Customer shall provide Nexon Solutions GmbH with complete and accurate billing and contact information, including legal company or organization name, address, e-mail address and shall notify any changes within thirty days.

4. Performance/obligations of Nexon Solutions GmbH

Within the scope of its operating resources, Nexon Solutions GmbH strives to render its service fault-free and without interruptions. However, maintenance work, troubleshooting, expansion of its service, migrations etc. can require temporary interruptions.

5. Terms of payment

5.1 Billing

The bill can be sent to the Customer by postal or by electronic mail.

5.2 Terms of payment

The bill shall be paid by the date indicated on it. Up to the expiry of the payment period the Customer may lodge an objection to the bill in writing, stating his reasons. Failure to do so shall be regarded as the Customer's acceptance of the bill.

5.3 Payment default

(1) If the Customer has neither settled the bill nor raised any well-justified objections in writing by the date indicated or within the payment period, Nexon Solutions GmbH may suspend the provision of all service without further notification, take other measures to prevent losses and cancel the contract without notice or compensation. Nexon Solutions GmbH may charge a fee for the reinstantation of a suspended service.
(2) Nexon Solutions GmbH may levy charges to cover reminder fees and a 5 % interest on delayed payments.

5.4 Value-added tax (VAT)

(1) For customers in Switzerland, the VAT is calculated on the basis of the tax rate applicable at the time.
(2) To foreign customers, no VAT is charged.

6. Data protection

Nexon Solutions shall adhere to the legislation in force regarding the treatment of data and in particular the Telecommunication and Data Protection Acts. Nexon Solutions GmbH shall only collect, store and edit data in order to meet its contractual obligations, maintain customer relations, ensure reliable operation and infrastructure, and to provide billing.

7. Confidentiality

Both parties shall treat in confidence all information that is not publicly known or generally accessible. This obligation shall also remain in force after the termination of this contract as long as a justified interest exists

8. Cooperation with third parties

Nexon Solutions GmbH reserves the right to sub-contract the performance of services to third parties. Nexon Solutions GmbH shall only use sub-contractors with comparable standards of quality and confidentiality requirements.

9. Intellectual property

(1) For the term of the contract, the customer shall have the non-transferable, non-exclusive right for the use and application of the service.

(2) All rights to existing or, upon fulfillment of the contract, newly acquired intellectual property pertaining to the service of Nexon Solutions GmbH (e.g. programs or processes) shall remain with Nexon Solutions GmbH or third parties acting in Nexon Solutions GmbH's stead.

10. Warranty and liability

(1) Nexon Solutions GmbH vouches for the careful and professional rendering of its service. However, Nexon Solutions GmbH cannot guarantee that the Service is available at all times and without interruption or that any data or message is transmitted without time delay.

(2) Nexon Solutions GmbH cannot guarantee that information provided by itself or other information sources in its Service is correct and accurate at all times.

(3) Under no circumstances may the provided information be used for flight preparation or any other action directly or indirectly relevant to aviation safety.

(4) Any and all liability on the part of Nexon Solutions GmbH and/or its commissioned third parties for actions in breach of the contract is excluded in cases of minor carelessness, direct or indirect damages, extra-contractual damages, consequential damages, foregone profits, loss of earnings or productive capability or loss of data. Reserved in this regard are compulsory legal liability provisions. If Nexon Solutions GmbH is held liable, the compensation is limited to the amount effectively paid within the current subscription period.

11. Entry into force, duration and termination of contract

(1) Unless otherwise stipulated in written, the contract shall be valid for an unlimited period. It may be terminated in writing by either party at any time, subject to a 30-day notice period per the end of a calendar month. Subscription balances for months subsequent to the contract end date that have been prepaid may be refunded on a pro rata temporis basis by Nexon Solutions GmbH, provided the Customer has met all his contractual obligations.

(2) If a minimum contract term has been agreed and the customer terminates the contract before the minimum term has expired, the customer shall be liable to pay Nexon Solutions GmbH the balance outstanding for the remainder of the contract duration.

(3) Nexon Solutions GmbH may terminate the contract at any time without notice or payment of compensation in the event of serious infringement of the contract by the Customer.

12. Severability

If individual provisions in the contract documents become invalid, this shall not affect the validity of the remaining provisions. If necessary, the parties shall reach an agreement that comes closest to the invalid provision from a business standpoint.

13. Amendments to the Agreement

Nexon Solutions GmbH reserves the right to amend its service, products, prices thereof and these Terms and Condtions at any time. Nexon Solutions GmbH shall notify customers of any amendments in an appropriate manner. Unless the contract is terminated in writing within 30 days after notification, the contract shall be deemed approved by the Customer.

14. Applicable law and jurisdiction

The contract is subject to Swiss law.

The place of jurisdiction is Berne. Nexon Solutions GmbH shall be entitled to take legal proceedings against the Customer in any other competent court.

Version 1.1
January 1, 2010