

MetFlight GA Terms of Use

1 APPLICATION OF TERMS

- 1.1 These Terms apply to your use of MetFlight GA. By accessing and using MetFlight GA:
- a you agree to these Terms; and
 - b where your access and use is on behalf of another person, you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use MetFlight GA, and you must immediately stop doing so.

2 CHANGES

- 2.1 We may change these Terms at any time by updating them on MetFlight GA. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use MetFlight GA, you agree to be bound by the changed Terms.
- 2.2 We may change, suspend, discontinue, or restrict access to MetFlight GA without notice or liability.
- 2.3 **These Terms were last updated on 14th September 2015**

3 DEFINITIONS

In these Terms:

including and similar words do not imply any limit

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis

Personal information means information about an identifiable, living person

Terms means these terms and conditions titled *MetFlight GA Terms of Use*

Underlying System means any network, system, software, data or material that underlies or is connected to MetFlight GA

User ID means a unique name and/or password allocated to you to allow you to access certain parts of MetFlight GA

We, us or our means Meteorological Service of New Zealand Limited

MetFlight GA means <http://metflight.metra.co.nz>

You means you or, if clause 1.1b applies, both you and the other person on whose behalf you are acting

4 YOUR OBLIGATIONS

- 4.1 You warrant that you hold either:
- a a Recreational Pilot Licence; or
 - b a Private Pilot Licence; or
 - c a membership or flying certificate issued by an Aviation Recreation Organisation under Part 149 of the Civil Aviation Rules; or
 - d a Pilot Licence and that you are using MetFlight GA for non-hire or reward and only in connection with flights operated below 10,000 feet.
- 4.2 You must provide true, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete.

- 4.3 We will give you a User ID and password. You must keep your User ID and password secure and:
- a not permit any other person to use your User ID and password, including not disclosing or providing it to any other person; and
 - b immediately notify us if you become aware of any unauthorised use or disclosure of your User ID, by sending an email to metflight@metservice.com.
- 4.4 You must:
- a not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, MetFlight GA or any Underlying System, or otherwise attempt to damage or interfere with MetFlight GA or any Underlying System; and
 - b unless with our agreement, access MetFlight GA using standard web browsers only and not by any other method. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.
- 4.5 You must obtain our written permission to establish a link to MetFlight GA. If you wish to do so, email your request to metflight@metservice.com.
- 4.6 You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses MetFlight GA by using your User ID and password.

5 INTELLECTUAL PROPERTY

We (and our licensors) own all proprietary and intellectual property rights in MetFlight GA (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and *look and feel*), and the Underlying Systems.

6 DISCLAIMERS

- 6.1 To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:
- a MetFlight GA being unavailable (in whole or in part) or performing slowly;
 - b any error in, or omission from, any information made available through MetFlight GA;
 - c any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use MetFlight GA. To avoid doubt, you are responsible for ensuring the process by which you access and use MetFlight GA protects you from this; and
 - d any site linked from MetFlight GA. Any link on MetFlight GA to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.
- 6.2 You are responsible for ensuring that your access to and use of MetFlight GA is not illegal or prohibited, and for your own compliance with applicable laws.

MetFlight GA Terms of Use

7 LIABILITY

- 7.1 To the maximum extent permitted by law:
- you access and use MetFlight GA at your own risk;
 - you acknowledge the inherent uncertainty in forecast predictions; and
 - we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, MetFlight GA, or your access and use of (or inability to access or use) MetFlight GA. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- 7.2 Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other consumer protection law that cannot be contracted out of. To the extent that MetService's liability cannot be excluded but can be limited under that Act or law, MetService's liability is limited (at MetService's option) to:
- the fees paid for the relevant service or information; or
 - the cost of reperforming the relevant service or remedying, repairing, enhancing or replacing the relevant information.

8 PRIVACY POLICY

- 8.1 When you provide personal information to us, we will comply with the New Zealand Privacy Act 1993.
- 8.2 The personal information you provide to us is collected and may be used for communicating with you, statistical analysis, the marketing by us of products and services to you, credit checks (if necessary), and research and development.
- 8.3 We may also collect technical information whenever you log on to MetFlight GA. This may include information about the way users arrive at, browse through and interact with MetFlight GA. We may collect this type of technical information through the use of *cookies* and other means. *Cookies* are alphanumeric identifiers that we transfer to your computer's hard drive to enable our systems to recognise your browser. If you want to disable *cookies*, you may do so by changing the settings on your browser. However, if you do so, you may not be able to use all of the functions on MetFlight GA. We use the technical information we collect to have a better understanding of the way people use MetFlight GA, to improve the way it works and to personalise it to be more relevant and useful to your particular needs.
- 8.4 Generally, we do not disclose personal information to third parties for them to use for their own purposes. However, some of the circumstances in which we may do this are:
- to service providers and other persons working with us to make MetFlight GA available or improve or develop its functionality (e.g. we may use a third party supplier to host MetFlight GA);
 - in relation to the proposed purchase or acquisition of our business or assets; or

- where required by applicable law or any court, or in response to a legitimate request by a law enforcement agency.
- 8.5 Any personal information you provide to us may be stored on the secure servers of our trusted service providers, which may be located outside New Zealand. This may involve the transfer of your personal information to countries which have less legal protection for personal information than New Zealand.
- 8.6 You have the right to request access to and correction of any of the personal information we hold about you. If you would like to exercise these rights, please email us at metflight@metservice.com

9 SUSPENSION AND TERMINATION

- 9.1 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to MetFlight GA (or any part of it).
- 9.2 On suspension or termination, you must immediately cease using MetFlight GA and must not attempt to gain further access.

10 GENERAL

- 10.1 If we need to contact you, we may do so by posting a notice on MetFlight GA. You agree that this satisfies all legal requirements in relation to written communications.
- 10.2 These Terms, and any dispute relating to these Terms or MetFlight GA, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or MetFlight GA.
- 10.3 For us to waive a right under these Terms, the waiver must be in writing.
- 10.4 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 4.6, 5, 6, 7, 10.1, continue in force.
- 10.5 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 10.6 These Terms set out everything agreed by the parties relating to your use of MetFlight GA and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to MetFlight GA that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.