

# Terms of Service

Mirage Executive Charters and its family of websites provide a service for flight simulation enthusiasts to get training, fly specific flight simulation routes, use a community forum or bulletin board to allow communication online with other members and allow members to create personal profiles in order to communicate online with other members (the “Service”). The Service is operated by Mirage Executive Charters VA, (“MECva”).

MECva’s Privacy Policy and Rules and Regulations are incorporated herein by reference.

By using MECva, its affiliated Websites or its community forums (the “Website”) you agree to be bound by these Terms of Use (this “Agreement”), whether or not you register as a member (“Pilot”). By accessing, using and/or registering for the Website, you agree to be bound by the terms of this Agreement.

This Agreement details the legally binding terms for use of the Service and your membership with MECva. MECva may modify this Agreement from time to time and you agree to be bound to any changes to this Agreement when you use the Service after any such modification is posted to the MECva website. It is the responsibility of the Pilot to keep abreast of changes in this Agreement.

MECva reserves the right, in its sole discretion, to reject, or remove any posting by any Pilot, or to restrict, suspend, or terminate a Pilot’s access to all or any part of the Website at any time, for any or no reason, with or without prior notice, and without liability.

## 1. Access to MECva Service

- A. Pilots represent that they are 15 years of age, or older, at the time of first registering on the Website. Further, Pilots represent that if they are between 15 and 18 years of age, their legal guardian has reviewed and agrees to this Agreement.
- B. Pilots may only hold one account at a time.
- C. Pilots take full responsibility for the content they publish on MECva.
- D. Pilots warrant that use of MECva complies with all local laws and statutes.

## 2. Term

This Agreement shall remain in full force and effect while you use MECva. You may terminate your membership at any time, for any reason. MECva may terminate your membership at any time, for any reason. Even after membership is terminated, this Agreement will remain in effect, including sections 5, 6, 7, 8, 10, 11, 12, 13, & 14.

## 3. Non Commercial Use by Pilots.

The Website is for the personal use of Pilots only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by

MECva. Appropriate legal action, including but without limitation, civil, criminal, and injunctive redress will be taken by MECva for any illegal or unauthorized use of the Website.

**4. Service for Flight Simulation Only.**

All materials available on the Website and any services referred to or provided by MECva are for flight simulation purposes only and are not to be used for real flights.

**5. Proprietary Rights in Content on MECva.**

MECva owns and retains all proprietary rights in the Website and the Service, EXCEPT services, or other products which belong to the original author, including but not limited to, aircraft made by other people other than MECva and the smartCARS and kACARS plugins. Except for that information which is in the public domain or for which you have been given written permission (either by letter or electronic mail), you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

**6. Content Posted using the Service.**

- A. MECva may review and delete any content, messages, TeamSpeak messages, photos or profiles (collectively, "Content") that, in the sole judgment of MECva, violate this Agreement or the general spirit of MECva.
- B. You are solely responsible for the Content that you publish on the Service or any material you send to other Pilots.
- C. By posting Content on any public area of MECva, you automatically grant as well as represent and warrant that you have the right to grant to MECva, an irrevocable, perpetual, non-exclusive, free of charge, worldwide license to use, copy, perform, display, and distribute such information and content to MECva and that MECva has the right to prepare derivative works of, or incorporate into other works, such information and content without liability or payment to you.
- D. By using the Service you agree not to transmit content that:
  - i. promotes racism, hatred or physical harm of any kind against any group or individual;
  - ii. harasses or defames another person;
  - iii. contains or promotes "junk mail" or "spam";
  - iv. involves commercial activities and/or sales without MECva's prior written consent such as giveaways or pyramid schemes.  
contains or provides information about an illegal or unauthorized copy of copyrighted work;
  - v. displays pornographic material of any kind;

- vi. provides material that exploits people under the age of 18 in a sexual or violent manner; or
- vii. provides instructional information about illegal activities.

E. Even though all of this is strictly prohibited, MECva does not guarantee the removal of these items and Pilots may be exposed to such items. You further waive Your right to any damages (from any party, including MECva) related to such exposure.

## **7. Copyright Policy.**

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. MECva may display content on the Website that is copyrighted by a third party. Any suspected infringement of copyright should be reported to: [Support@flymirageva.org](mailto:Support@flymirageva.org)

## **8. Pilot Disputes.**

You are solely responsible for your interactions with other MECva Pilots. However, from time to time, MECva may intervene in disputes between pilots and may impose sanctions on pilot activity on MECva including, but not limited to, temporary suspension of the account, requirement for moderation for any messages posted by the pilot(s) on the Service and termination of access to the Service. In all such situations, the decision of MECva shall be final and binding on all parties involved.

## **9. Privacy.**

MECva maintains a Privacy Policy that governs all privacy issues in effect while using the Service. A copy of this Privacy Policy may be found on the Website at <http://www.miragechartersva.com/rulesandregs>

## **10. Disclaimers.**

- A. MECva is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service provided, whether caused by users of the Website, Pilots or by any of the equipment or programming associated with or utilized in the Service.
- B. MECva is not responsible for the conduct, whether online or offline, of any user of the Website or Pilot of the Service.
- C. MECva assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user or Pilot communication.

- D. MECva is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or at any Website or combination thereof, including any injury or damage to users and/or Pilots or to any person's computer related to or resulting from participation or downloading materials in connection with the Website and/or in connection with the Service.
- E. Under no circumstances shall MECva be responsible for any loss or damage, including personal injury or death, resulting from use of the Website or the Service or from any Content posted on the Website or transmitted to Pilots, or any interactions between users of the Website, whether online or offline.
- F. The Website and the Service are provided "AS-IS" and MECva expressly disclaims any warranty of fitness for a particular purpose or non-infringement.
- G. MECva cannot guarantee and does not promise any specific results from use of the Website and/or the Service.
- H. MECva does not guarantee the availability of the Service. No advice or information, whether oral or written, obtained by user from MECva or through or from the service shall create any warranty not expressly stated herein.

#### **11. Limitation on Liability.**

IN NO EVENT SHALL MECva BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEB SITE OR THE SERVICE, EVEN IF MECva HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MECva'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AMOUNT PAID, IF ANY, BY YOU TO MECva FOR THE SERVICE DURING THE TERM OF MEMBERSHIP.

#### **12. Disputes.**

If there is any dispute about or involving the Website and/or the Service, by using the Website, you agree that any dispute shall be governed by the laws of the State of Florida without regard to conflict of law provisions and you agree to personal jurisdiction by and venue in the state and federal courts of the State of Florida.

### **13. Indemnity.**

You agree to indemnify and hold harmless MECva, its subsidiaries, affiliates, officers, agents, and other partners and employees, from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

### **14. Other.**

This Agreement is accepted upon your use of the Website and is further affirmed by you becoming a Pilot of the Service. This Agreement constitutes the entire agreement between you and MECva regarding the use of the Website and/or the Service. The failure of MECva to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Please contact us with any questions regarding this Agreement.