

PILOTMOVES NAVLOG - NAVLOG.PILOTMOVES.COM

TERMS OF USE, USER AGREEMENT, AND LIABILITY DISCLAIMER

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY BEFORE ACCESSING OR USING THE SERVICE. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS, REMEDIES, OBLIGATIONS, AND LIABILITIES.

This Terms of Use, User Agreement, and Liability Disclaimer (this "**Agreement**") constitutes a legally binding agreement entered into by and between **PilotMoves** ("**PilotMoves**," "**we**," "**us**," or "**our**") and the individual accessing, registering for, or using the PM Flight Planner ("**you**," "**your**," or the "**User**").

This Agreement governs your access to and use of the PM Flight Planner made available at **navlog.pilotmoves.com**, together with any associated features, calculations, educational materials, instructional content, interfaces, data displays, tools, worksheets, navigation logs, aircraft profiles, software functionality, and related services made available by PilotMoves from time to time (collectively, the "**Service**").

By signing or electronically accepting this Agreement, creating or maintaining an account, or accessing or using the Service after being presented with this Agreement, you acknowledge and represent that you have carefully read this Agreement, understand its contents, have had the opportunity to ask questions regarding its provisions, and voluntarily agree to be legally bound by all of its terms and conditions.

Your acceptance of this Agreement is an express condition precedent to your authorization to access or use the Service.

1. NATURE, PURPOSE, AND INTENDED USE OF THE SERVICE

1.1 Educational and Training Purpose

The PM Flight Planner is designed and made available solely as an **educational, instructional, and flight-training aid** intended to assist student pilots, certificated pilots, certificated flight instructors, and other authorized Users in learning, practicing, reviewing, and teaching concepts related to visual flight rules ("VFR") cross-country flight planning.

Depending upon the features made available from time to time, the Service may assist Users in learning or practicing concepts including, without limitation:

- navigation-log preparation;
- route planning;
- pilotage and dead-reckoning concepts;
- wind-correction calculations;
- true course and magnetic course calculations;
- compass heading calculations;
- true airspeed calculations;
- groundspeed calculations;
- estimated time en route calculations;
- fuel-consumption and fuel-reserve calculations;
- weight-and-balance calculations;
- aircraft performance planning;
- the PAVE risk-management checklist;
- E6B flight-computer techniques;
- preflight planning concepts;
- educational interpretation of aviation information; and
- other subjects related to aviation instruction and flight-planning education.

1.2 Not an Avionics or Navigation Product

The Service is a **teaching aid only**.

The Service is **not**:

- an avionics system;
- an electronic flight bag approved for any particular operational function;
- a certified navigation system;
- an FAA-certified or FAA-approved navigation product;
- an approved source of aeronautical information;
- a substitute for current aeronautical charts;
- a substitute for a lawful and complete preflight briefing;
- a substitute for an aircraft's approved Airplane Flight Manual ("AFM") or Pilot's Operating Handbook ("POH");

- a substitute for professional flight instruction;
- a substitute for the exercise of sound aeronautical judgment;
- a substitute for compliance with applicable federal aviation regulations; or
- intended to constitute authorization, advice, or instruction concerning whether a particular flight should be commenced, continued, diverted, or terminated.

No feature, calculation, statement, recommendation, result, display, or output generated through the Service should be construed as establishing that any aircraft, pilot, route, weather condition, flight plan, loading configuration, or proposed operation is safe, lawful, airworthy, prudent, or suitable for flight.

2. NO OPERATIONAL RELIANCE; PILOT-IN-COMMAND RESPONSIBILITY

2.1 Service Not to Be Used as Sole or Primary Navigation Source

THE SERVICE MUST NOT BE USED AS THE SOLE, PRIMARY, OR AUTHORITATIVE SOURCE OF INFORMATION FOR THE ACTUAL CONDUCT OF A FLIGHT.

You expressly acknowledge and agree that information, calculations, and outputs made available through the Service have not been certified, approved, validated, or accepted by the Federal Aviation Administration ("FAA") for any operational purpose unless PilotMoves expressly states otherwise in a written notice applicable to a specific feature.

You shall not rely exclusively upon the Service to determine whether an aircraft should depart, what route an aircraft should fly, what altitude should be used, how much fuel should be carried, whether an aircraft is within permissible weight-and-balance limitations, whether weather conditions are appropriate for flight, or whether any other operational decision is appropriate.

2.2 Pilot in Command Retains Exclusive Responsibility

If you undertake, participate in, command, instruct, supervise, or conduct an actual flight, the duly designated pilot in command ("PIC") retains sole and ultimate responsibility and authority concerning the operation of the aircraft.

Nothing contained in the Service transfers, diminishes, modifies, delegates, or otherwise affects the statutory, regulatory, or practical duties of the PIC.

Without limiting the foregoing, the PIC remains solely responsible for compliance with:

- **14 C.F.R. Part 91;**
- **14 C.F.R. § 91.103**, including all required preflight action;
- applicable operating limitations;
- applicable aircraft limitations;
- applicable airspace requirements;
- applicable weather minimums;
- applicable fuel requirements;
- applicable weight-and-balance limitations;
- Notices to Air Missions ("**NOTAMs**");
- Temporary Flight Restrictions ("**TFRs**");
- applicable Airworthiness Directives; and
- all other federal, state, local, foreign, regulatory, contractual, operational, or safety requirements applicable to the flight.

2.3 Independent Verification Required

You agree that, before using any figure, calculation, heading, course, altitude, distance, speed, fuel figure, performance figure, weight-and-balance result, weather product, airport information, runway information, magnetic-variation value, frequency, airspace information, or other output in connection with an actual flight, you will independently verify such information using then-current, authoritative sources applicable to the particular operation.

Such sources may include, as applicable:

- current FAA sectional aeronautical charts;
- current terminal area charts;
- current chart supplements;
- current FAA publications;
- current NOTAM information;
- current TFR information;
- official or appropriately authorized aviation-weather sources;
- lawful preflight-weather briefings;
- the aircraft's approved AFM or POH;
- applicable aircraft supplements;
- approved performance charts;
- current weight-and-balance documentation;
- aircraft maintenance records where relevant;
- applicable operating limitations; and
- other authoritative sources appropriate to the contemplated operation.

2.4 Conflicts With Official Sources

In the event that information displayed, generated, calculated, transmitted, imported, or otherwise presented by the Service conflicts with an official, current, authoritative aeronautical source, **the authoritative source controls.**

For avoidance of doubt, in such circumstances you shall treat the information produced by the Service as erroneous and shall not rely upon it.

No output generated by the Service supersedes, replaces, modifies, or controls over any applicable statute, regulation, FAA publication, NOTAM, approved aircraft document, air traffic control instruction, or other binding or authoritative source.

3. NO WARRANTIES; ASSUMPTION OF RISK

3.1 Service Provided "As Is" and "As Available"

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL INFORMATION, DATA, CONTENT, CALCULATIONS, FUNCTIONS, FEATURES, OUTPUTS, AND MATERIALS MADE AVAILABLE THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," "WITH ALL FAULTS," AND "WHERE AVAILABLE" BASIS.

PilotMoves expressly disclaims, to the fullest extent permitted by law, all warranties and representations of every kind, whether express, implied, statutory, collateral, or otherwise, including, without limitation, any warranty of:

- merchantability;

- fitness for a particular purpose;
- suitability for aviation use;
- title;
- non-infringement;
- availability;
- uptime;
- reliability;
- completeness;
- accuracy;
- timeliness;
- currency;
- security;
- error-free operation;
- uninterrupted operation;
- compatibility;
- data integrity;
- calculation accuracy; or
- fitness for any particular flight, aircraft, training program, instructional objective, or operational purpose.

3.2 Data May Be Inaccurate or Unavailable

You acknowledge that weather information, winds aloft, airport information, magnetic variation, aircraft performance information, geospatial information, aeronautical information, coordinates, frequencies, fuel information, and other information presented through the Service may, for any reason, be:

- delayed;
- cached;
- stale;
- incomplete;
- incorrectly formatted;
- incorrectly parsed;
- incorrectly transmitted;
- incorrectly entered;
- corrupted;
- unavailable;
- inconsistent;
- obsolete; or
- factually incorrect.

The foregoing applies regardless of whether information originates with PilotMoves, a governmental entity, a third-party provider, an application programming interface, a database, a User, or any other source.

3.3 Third-Party Information

PilotMoves may obtain, receive, retrieve, display, transmit, transform, or otherwise process information originating from governmental agencies, third parties, public databases, external APIs, or other external sources.

Unless expressly stated otherwise, PilotMoves does not independently audit, verify, warrant, certify, or guarantee the accuracy, completeness, legality, currency, or availability of such information.

The fact that information may originate from a governmental agency or other ordinarily reliable source does not constitute a representation by PilotMoves that the information has been accurately retrieved, interpreted, parsed, processed, stored, displayed, or calculated by the Service.

3.4 Calculation Errors

Software calculations are inherently subject to programming defects, implementation errors, incorrect assumptions, input errors, rounding errors, numerical errors, database errors, data-conversion errors, browser-related errors, transmission errors, and other failures.

You therefore agree to independently verify all material calculations before relying upon them for any operational purpose.

3.5 Availability of Service

PilotMoves does not warrant that the Service will remain continuously available.

The Service may be modified, suspended, interrupted, restricted, withdrawn, discontinued, or rendered unavailable temporarily or permanently at any time, with or without prior notice.

PilotMoves shall have no obligation to preserve or continue any particular feature, functionality, interface, calculation methodology, source of data, software implementation, or level of availability.

4. ELIGIBILITY, REGISTRATION, AND USER ACCOUNTS

4.1 Minimum Age

You must be at least **sixteen (16) years of age** to establish or maintain an account for the Service.

By applying for, creating, accepting, or using an account, you represent and warrant that you satisfy all applicable eligibility requirements.

4.2 Manual Approval

Access to the Service is not automatic.

Accounts may be subject to manual application review and approval by PilotMoves.

PilotMoves may, in its sole and absolute discretion and to the extent permitted by applicable law:

- approve an application;
- deny an application;
- request additional information;
- delay approval;
- revoke approval; or
- impose reasonable conditions upon access.

Except where disclosure is required by applicable law, PilotMoves shall have no obligation to provide an applicant with an explanation for the denial of an account.

4.3 Accurate Registration Information

You represent, warrant, and covenant that all information submitted in connection with registration or use of the Service is and shall remain truthful, accurate, current, complete, and not misleading.

Without limiting the foregoing, you agree to provide your **full and correct legal name** when requested.

You may not:

- impersonate another person;
- register using a materially false identity;
- conceal your identity for the purpose of circumventing account restrictions;
- create an account using another person's information without authorization; or
- intentionally provide materially false registration information.

4.4 Account Security

You are solely responsible for maintaining the confidentiality and security of your login credentials, including your username, password, authentication information, session tokens, and any other means by which access to your account may be obtained.

You are responsible for activity occurring through your account to the extent permitted by law.

You agree to notify PilotMoves promptly if you know or reasonably suspect that:

- your credentials have been compromised;
- an unauthorized person has obtained access to your account;
- your password has been disclosed;
- your account has been accessed without authorization; or
- any other security incident involving your account has occurred.

5. PERSONAL ACCOUNT LICENSE; STRICT PROHIBITION ON CREDENTIAL SHARING

5.1 Account Is Personal and Non-Transferable

Each PilotMoves account is issued to one identified natural person only.

Your account, login credentials, authorization to access the Service, and rights under this Agreement are personal to you and may not be assigned, sublicensed, transferred, sold, delegated, loaned, rented, shared, or otherwise made available to any other person.

5.2 Prohibited Credential Sharing

You shall not, directly or indirectly:

- 1 share, disclose, communicate, publish, transmit, lend, lease, rent, sell, barter, transfer, or otherwise provide your username, password, authentication information, or account credentials to another person;
- 2 permit another person to log into or access the Service through your account;
- 3 knowingly leave an authenticated session available for another person's use;
- 4 permit another person to operate, interact with, or use the Service while authenticated as you;
- 5 allow another person to use your account while physically present with you or remotely;

- 6 permit another person to use your account through remote-access software, screen-sharing software, browser-session sharing, session-cookie sharing, or any analogous means;
- 7 create, obtain, maintain, or use an account under a false, assumed, borrowed, fictitious, or unauthorized identity;
- 8 knowingly maintain more than one individual account unless PilotMoves expressly authorizes otherwise in writing;
- 9 use an account issued to another person;
- 10 use your account to provide access to a person whose application has been denied;
- 11 permit access by a person whose account has been suspended, terminated, revoked, blocked, or otherwise restricted by PilotMoves; or
- 12 participate in any arrangement designed or reasonably calculated to circumvent PilotMoves' individual-account approval process.

Each User requiring direct access to the Service must maintain his or her own separately authorized account.

6. PERMITTED USE

Subject at all times to this Agreement, PilotMoves grants you a limited, personal, revocable, non-exclusive, non-sublicensable, and non-transferable right to access and use the Service solely for authorized purposes.

Authorized purposes include:

- your own aviation education;
- your own flight-training activities;
- your own flight-planning practice;
- your own study and review; and
- if you are a flight instructor, instruction of your own students, provided that every student who directly accesses or interacts with the Service does so through his or her own authorized account.

You may print, download, export, or save navigation logs and other User-specific outputs created by you through the Service solely for lawful personal, educational, flight-training, or instructional use, subject to any additional restrictions displayed within the Service.

No other rights are granted except as expressly stated in this Agreement.

7. PROHIBITED CONDUCT

You shall not, and shall not authorize, assist, encourage, solicit, induce, or knowingly permit any other person to:

7.1 Unauthorized Copying or Extraction

Copy, scrape, spider, crawl, harvest, capture, mirror, reproduce, systematically download, republish, redistribute, archive, index, or extract the Service or any substantial portion thereof, including its:

- text;
- lesson materials;
- instructional materials;
- illustrations;
- animations;
- diagrams;
- databases;

- interfaces;
- calculations;
- software;
- source code;
- object code; or
- proprietary content.

7.2 Reverse Engineering

Reverse engineer, decompile, disassemble, decode, translate, modify, derive, reconstruct, attempt to discover the source code of, or otherwise attempt to derive the underlying structure, algorithms, methodology, trade secrets, source code, database structure, or non-public functionality of the Service except solely to the extent that such restriction is expressly prohibited by applicable law.

7.3 Commercial Exploitation

Sell, resell, rent, lease, sublicense, white-label, commercially distribute, commercially exploit, or make the Service available to third parties except as expressly authorized in a separate written agreement executed by PilotMoves.

7.4 Competitive or Machine-Learning Use

Use the Service, its outputs, its instructional materials, or information extracted from it for purposes of:

- developing a competing service;
- reproducing substantially similar functionality;
- benchmarking for competitive product development;
- training, fine-tuning, evaluating, improving, or supplying a machine-learning or artificial-intelligence model;
- creating a dataset intended for machine-learning or artificial-intelligence purposes; or
- developing derivative commercial instructional materials substantially based upon PilotMoves proprietary materials.

7.5 Security Violations

Probe, scan, test, circumvent, defeat, disable, interfere with, or attempt to compromise any security measure associated with the Service.

You shall not attempt to obtain unauthorized access to:

- another User's account;
- PilotMoves servers;
- databases;
- administrative interfaces;
- private APIs;
- authentication systems;
- session information;
- internal networks; or
- other systems or information not intentionally made available to you.

7.6 Circumvention

Circumvent, evade, disable, manipulate, bypass, or attempt to circumvent:

- access controls;
- user restrictions;
- account limitations;
- rate limits;
- authentication requirements;
- security controls;
- logging systems;
- monitoring systems; or
- technical protections implemented by PilotMoves.

7.7 Malicious or Disruptive Activity

Upload, transmit, introduce, facilitate, or distribute:

- malware;
- malicious code;
- viruses;
- worms;
- Trojan horses;
- ransomware;
- destructive code;
- unauthorized scripts; or
- other harmful software.

You shall not intentionally overload, degrade, disrupt, interfere with, impair, deny access to, or otherwise adversely affect the Service or its supporting infrastructure.

7.8 Automated Access

Use bots, scripts, crawlers, automated browsers, automated agents, scraping tools, macros, or other automated means to access or interact with the Service unless PilotMoves has expressly authorized such activity in writing.

7.9 Unlawful Conduct

Use the Service for any unlawful purpose or in any manner that violates applicable law, regulation, court order, contractual obligation, third-party right, or governmental requirement.

7.10 Conduct Exposing PilotMoves to Liability

Use the Service in a manner that reasonably could expose PilotMoves, its owners, employees, contractors, affiliates, licensors, or service providers to legal, regulatory, financial, reputational, operational, or security liability.

8. USER DATA; PILOTMOVES INTELLECTUAL PROPERTY

8.1 Ownership of User-Created Flight Data

As between you and PilotMoves, you retain whatever ownership rights you otherwise possess in original navigation logs, routes, aircraft profiles, notes, and similar data you personally enter into the Service ("**User Data**").

PilotMoves does not claim ownership of User Data merely because you submit or store such User Data through the Service.

8.2 Limited License to Process User Data

You hereby grant PilotMoves a limited, non-exclusive, worldwide, royalty-free license to host, store, reproduce, back up, process, transmit, format, and display your User Data solely to the extent reasonably necessary to:

- provide the Service;
- maintain the Service;
- secure the Service;
- back up information;
- provide requested functionality;
- comply with applicable law; and
- enforce this Agreement.

8.3 PilotMoves Property

Except for User Data and third-party materials expressly identified as such, the Service and all intellectual-property rights therein are and shall remain the exclusive property of PilotMoves or its applicable licensors.

Such property includes, without limitation:

- software;
- source code;
- object code;
- algorithms;
- architecture;
- interface designs;
- page layouts;
- graphics;
- diagrams;
- illustrations;
- animations;
- workflows;
- educational materials;
- lesson content;
- written explanations;
- walkthroughs;

- proprietary calculation methods;
- databases;
- compilations;
- design elements;
- logos;
- branding;
- trade names;
- trademarks; and
- other proprietary materials.

Nothing contained in this Agreement transfers any ownership interest in such property to you.

8.4 Limited License Only

Your account confers solely a limited, personal, non-exclusive, revocable, non-transferable, and non-sublicensable license to use the Service in accordance with this Agreement.

No implied license is granted.

All rights not expressly granted are reserved by PilotMoves.

8.5 Data Deletion

PilotMoves may delete User Data associated with an account that has been:

- closed;
- denied;
- suspended;
- terminated;
- abandoned; or
- otherwise made inactive,

subject to applicable law and any then-current retention practices.

PilotMoves does not undertake to serve as your permanent archival or backup provider.

You are solely responsible for maintaining independent copies of any data, navigation logs, records, profiles, or other information you wish to retain.

9. PRIVACY, SYSTEM LOGGING, SECURITY MONITORING, AND ACCOUNT OVERSIGHT

9.1 Collection and Processing

By creating an account, accessing the Service, or otherwise using the Service, you acknowledge that PilotMoves may collect, store, process, and maintain information reasonably related to:

- account registration;
- account approval;
- account authentication;

- login activity;
- access attempts;
- security events;
- Service usage;
- User Data;
- technical diagnostics;
- abuse prevention;
- account-sharing detection;
- legal compliance; and
- administration of the Service.

9.2 Purposes of Collection

PilotMoves may use such information for purposes including:

- determining whether to approve an account;
- authenticating Users;
- providing Service functionality;
- maintaining Service security;
- diagnosing errors;
- investigating suspected unauthorized access;
- investigating suspected credential sharing;
- preventing abuse;
- enforcing this Agreement;
- maintaining records;
- complying with legal obligations; and
- protecting PilotMoves, Users, third parties, and the Service.

9.3 Administrative Notifications

You acknowledge and agree that signup events, authentication events, login events, failed-login events, account changes, or other specified events may generate automated notifications to PilotMoves administrators.

9.4 No Sale of Personal Information

PilotMoves does not sell your personal information.

Nothing in this provision restricts PilotMoves from making disclosures that are necessary or appropriate to:

- operate the Service;
- use service providers;
- investigate suspected misconduct;
- enforce this Agreement;
- comply with lawful process;

- respond to subpoenas, warrants, court orders, or governmental demands;
- protect legal rights;
- prevent fraud or abuse; or
- comply with applicable law.

9.5 Investigation of Violations

PilotMoves may review and preserve relevant records where it reasonably suspects a violation of this Agreement, including, without limitation, violations of **Section 5** or **Section 7**.

10. LIQUIDATED DAMAGES FOR UNAUTHORIZED CREDENTIAL SHARING

10.1 Acknowledgment of Harm

You expressly acknowledge that:

- 1 access to the Service is granted on an individualized basis;
- 2 applications may be reviewed manually;
- 3 PilotMoves has a legitimate interest in controlling and identifying the persons to whom access is granted;
- 4 credential sharing defeats or impairs PilotMoves' ability to control such access;
- 5 unauthorized credential sharing may interfere with PilotMoves' ability to identify Users, investigate conduct, enforce account restrictions, maintain security, and administer the Service;
- 6 unauthorized credential sharing may diminish the value and integrity of individually granted access; and
- 7 the damages resulting from unauthorized credential sharing may be real and substantial but difficult, burdensome, uncertain, or impracticable to determine with mathematical precision at the time this Agreement is entered.

10.2 Agreed Liquidated Damages

Accordingly, and as a material inducement to PilotMoves' willingness to grant you access to the Service, you agree that, in the event you violate **Section 5** of this Agreement, PilotMoves shall be entitled, subject to applicable law, to recover **liquidated damages in the amount of Seven Thousand United States Dollars (US \$7,000.00) for each separate violation**.

The parties intend such amount to constitute a reasonable advance estimation of damages arising from unauthorized credential sharing where actual damages would be difficult to ascertain and **not a penalty or forfeiture**.

10.3 Separate Violations

Unless prohibited by applicable law, each separate unauthorized person to whom you provide, facilitate, or permit access shall constitute a separate violation.

Accordingly, providing account access to multiple unauthorized persons may constitute multiple violations.

10.4 Attorneys' Fees and Costs

To the extent permitted by applicable law, you further agree to reimburse PilotMoves for reasonable attorneys' fees, court costs, collection costs, and other reasonable expenses actually incurred in connection with enforcing or collecting amounts due under this Section.

10.5 Cumulative Remedies

The remedies set forth in this Section are cumulative to the extent permitted by law.

PilotMoves' pursuit of liquidated damages does not, by itself, preclude PilotMoves from:

- suspending your account;

- terminating your account;
- seeking injunctive relief;
- seeking equitable relief; or
- pursuing any other remedy available under applicable law,

provided that PilotMoves shall not obtain an impermissible double recovery for the same injury.

11. SUSPENSION, RESTRICTION, AND TERMINATION

11.1 PilotMoves Right to Suspend or Terminate

To the fullest extent permitted by applicable law, PilotMoves may restrict, suspend, disable, or terminate your account or access to the Service, with or without prior notice, including where PilotMoves reasonably suspects:

- credential sharing;
- unauthorized access;
- use under a false identity;
- material misrepresentation;
- security abuse;
- prohibited automated access;
- unlawful conduct;
- violation of this Agreement; or
- conduct posing risk to PilotMoves, other Users, or the Service.

PilotMoves may also discontinue or terminate accounts for administrative or operational reasons where permitted by law.

11.2 User Termination

You may request closure of your account at any time in accordance with procedures then made available by PilotMoves.

11.3 Effect of Termination

Upon termination, your authorization to access or use the Service immediately ceases.

Termination does not extinguish obligations or liabilities accrued before termination.

11.4 Survival

Without limiting provisions that by their nature should survive termination, **Sections 3, 7, 8, 9, 10, 12, and 13** shall survive termination or expiration of this Agreement.

12. LIMITATION OF LIABILITY, RELEASE, AND INDEMNIFICATION

12.1 Exclusion of Certain Damages

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PILOTMOVES AND ITS OWNERS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AFFILIATES, LICENSORS, SERVICE PROVIDERS, SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE FOR ANY:

- INDIRECT DAMAGES;
- INCIDENTAL DAMAGES;

- CONSEQUENTIAL DAMAGES;
- SPECIAL DAMAGES;
- EXEMPLARY DAMAGES;
- PUNITIVE DAMAGES;
- LOSS OF PROFITS;
- LOSS OF REVENUE;
- LOSS OF BUSINESS;
- LOSS OF OPPORTUNITY;
- LOSS OF GOODWILL;
- LOSS OF DATA;
- LOSS OR DAMAGE TO AIRCRAFT;
- LOSS OR DAMAGE TO EQUIPMENT;
- LOSS OR DAMAGE TO PROPERTY;
- BUSINESS INTERRUPTION;
- COST OF SUBSTITUTE SERVICES;
- PERSONAL INJURY; OR
- DEATH,

ARISING FROM, CAUSED BY, OR RELATING IN ANY WAY TO THE SERVICE, YOUR USE OF THE SERVICE, YOUR INABILITY TO USE THE SERVICE, YOUR RELIANCE UPON INFORMATION FROM THE SERVICE, OR ANY ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY, OR INACCURACY ASSOCIATED WITH THE SERVICE.

The foregoing limitation applies regardless of whether the asserted claim sounds in:

- contract;
- tort;
- negligence;
- gross negligence to the extent excludable by law;
- strict liability;
- statutory liability;
- products liability;
- misrepresentation;
- restitution;
- equity; or
- any other legal or equitable theory,

and regardless of whether PilotMoves was advised of, knew of, or reasonably could have foreseen the possibility of the damages alleged.

12.2 Aggregate Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE AND AGGREGATE LIABILITY OF PILOTMOVES AND ALL PERSONS OR ENTITIES AFFILIATED WITH PILOTMOVES FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICE OR THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF:

(A) THE TOTAL AMOUNT ACTUALLY PAID BY YOU DIRECTLY TO PILOTMOVES FOR USE OF THE SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR

(B) FIFTY UNITED STATES DOLLARS (US \$50.00).

The existence of multiple claims shall not enlarge this limitation.

12.3 Assumption of Aviation Risk

You acknowledge that aviation is an inherently consequential activity requiring independent judgment, current information, regulatory compliance, aircraft-specific knowledge, appropriate training, and continual assessment of changing conditions.

You voluntarily assume all risks arising from your decision to use educational information produced by the Service in connection with flight training or flight preparation.

Nothing in the Service constitutes a representation that any proposed operation is safe.

12.4 Indemnification

To the fullest extent permitted by applicable law, you agree to **indemnify, defend, and hold harmless PilotMoves**, together with its owners, members, managers, officers, employees, agents, contractors, affiliates, licensors, service providers, successors, and assigns, from and against any and all third-party claims, demands, actions, proceedings, liabilities, judgments, settlements, damages, losses, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- 1 your use or misuse of the Service;
- 2 your violation of this Agreement;
- 3 your violation of applicable law or regulation;
- 4 your infringement or violation of the rights of any third party;
- 5 your unauthorized disclosure or sharing of account credentials;
- 6 information or data submitted by you; or
- 7 conduct undertaken through your account.

PilotMoves reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification, in which event you agree to provide reasonable cooperation.

12.5 Limitations Required by Law

Certain jurisdictions may restrict the exclusion of particular warranties or categories of damages.

To the extent any exclusion, disclaimer, indemnity, or limitation contained in this Agreement is prohibited by applicable law, that provision shall be enforced to the maximum extent lawfully permitted rather than invalidated in its entirety.

13. GOVERNING LAW, JURISDICTION, AMENDMENTS, AND GENERAL PROVISIONS

13.1 Governing Law

This Agreement and any dispute, controversy, claim, cause of action, or proceeding arising out of or relating to this Agreement or the Service shall be governed by and construed in accordance with the laws of the **State of Illinois**, without giving effect to any choice-of-law or conflict-of-laws rule that would result in application of the substantive laws of another jurisdiction.

13.2 Exclusive Forum and Venue

Subject to any mandatory law to the contrary, you irrevocably agree that any judicial action or proceeding arising out of or relating to this Agreement or the Service shall be instituted exclusively in a court of competent jurisdiction located within the **State of Illinois**.

You irrevocably submit to the personal jurisdiction of such courts and waive, to the fullest extent permitted by law, objections based upon:

- lack of personal jurisdiction;
- improper venue; or
- forum non conveniens.

13.3 Amendments to Agreement

PilotMoves may amend, supplement, modify, replace, or revise this Agreement from time to time.

When PilotMoves requires acceptance of a revised Agreement, the applicable version identifier, effective date, revision date, or similar designation may be updated.

You may be required to review and affirmatively accept the revised Agreement before continuing to use the Service.

Where such acceptance is required, you shall have no continuing right to access the Service unless and until you accept the applicable revised Agreement.

13.4 Severability

If any provision, clause, sentence, subsection, restriction, or other portion of this Agreement is determined by a court of competent jurisdiction to be invalid, unlawful, void, or unenforceable, such provision shall be:

- 1 construed, limited, modified, or reformed to the minimum extent necessary to render it enforceable and consistent with the parties' apparent intent; or
- 2 if such modification is not legally permissible, severed from this Agreement.

The remaining provisions shall continue in full force and effect.

13.5 No Waiver

No failure, delay, omission, or partial exercise by PilotMoves in enforcing any provision of this Agreement or exercising any right shall constitute a waiver of such provision or right.

Any waiver must be express and applicable only to the specific circumstance for which it is given.

A waiver on one occasion shall not constitute a waiver on any subsequent occasion.

13.6 Assignment

You may not assign, delegate, transfer, sublicense, or otherwise convey this Agreement, your account, or your rights or obligations under this Agreement without the prior written consent of PilotMoves.

Any attempted assignment in violation of this provision is void to the extent permitted by law.

PilotMoves may assign or transfer this Agreement, in whole or in part, to:

- an affiliate;
- a successor;
- an acquiring entity;
- a purchaser of relevant assets;
- a surviving entity in a merger or reorganization; or

- another entity succeeding to operation of the Service.

13.7 No Third-Party Beneficiaries

Except as expressly provided with respect to persons entitled to indemnification or liability protection under this Agreement, nothing in this Agreement creates or confers rights upon any person or entity other than you and PilotMoves.

13.8 Headings

Section titles, captions, and headings are provided solely for convenience of reference and shall not limit, expand, modify, or otherwise affect interpretation of this Agreement.

13.9 Interpretation

Words importing the singular include the plural and vice versa where the context reasonably requires.

The words "**including**," "**includes**," and "**include**" shall be construed to mean "**including without limitation**."

The word "**or**" shall be construed in its inclusive sense where appropriate.

No presumption or rule of construction requiring interpretation against the drafter shall apply to this Agreement to the extent such rule may lawfully be waived.

13.10 Electronic Records and Signatures

To the extent permitted by applicable law, you consent to the use of electronic records and electronic signatures in connection with this Agreement.

An electronic acceptance, typed signature, checkbox acceptance, digital-signature mechanism, or other affirmative electronic manifestation of assent may constitute your signature and agreement to be legally bound.

13.11 Entire Agreement

This Agreement constitutes the complete and entire agreement between you and PilotMoves concerning your access to and use of the Service and supersedes all prior or contemporaneous agreements, understandings, representations, statements, communications, negotiations, or usage agreements concerning the same subject matter, whether oral, written, or electronic.

Without limiting the foregoing, this Agreement supersedes any shorter, earlier, or prior version of a PilotMoves usage agreement previously accepted by you, except with respect to rights or obligations that expressly accrued under such prior agreement before its replacement.

13.12 No Reliance on Extrinsic Statements

You acknowledge that, in entering into this Agreement, you have not relied upon any promise, statement, representation, warranty, guarantee, or undertaking concerning the Service except as expressly stated in this Agreement.

13.13 Force Majeure

PilotMoves shall not be responsible for any delay, interruption, impairment, inability to perform, or failure of the Service attributable to circumstances beyond its reasonable control, including:

- Internet outages;
- telecommunications failures;
- hosting-provider failures;
- utility failures;
- cloud-service failures;
- cyberattacks;
- denial-of-service attacks;

- governmental action;
- changes to third-party APIs;
- loss of external data sources;
- natural disasters;
- fires;
- floods;
- severe weather;
- labor disputes;
- war;
- terrorism;
- civil unrest;
- epidemics or pandemics; or
- other events beyond PilotMoves' reasonable control.

14. ACKNOWLEDGMENT OF AVIATION-SPECIFIC TERMS

BY SIGNING OR ELECTRONICALLY ACCEPTING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE, REPRESENT, WARRANT, AND AGREE THAT:

- **(A)** you understand that the PM Flight Planner is an educational and instructional tool and not an FAA-certified navigation system;
- **(B)** you will not use the Service as your sole or primary source of information for the actual conduct of a flight;
- **(C)** you understand that the Service may contain inaccurate, incomplete, delayed, outdated, incorrectly parsed, incorrectly calculated, or otherwise erroneous information;
- **(D)** you understand that software calculations may contain errors;
- **(E)** you will independently verify material information using appropriate current and authoritative sources before using it operationally;
- **(F)** you understand that the pilot in command remains responsible for compliance with applicable law and regulation, including the preflight requirements of 14 C.F.R. § 91.103;
- **(G)** you understand that your account is issued to you individually and may not be shared with another person;
- **(H)** you have reviewed the liquidated-damages provisions contained in Section 10;
- **(I)** you have reviewed the warranty disclaimers and limitations of liability contained in Sections 3 and 12; and
- **(J)** you voluntarily agree to be bound by this Agreement.

15. ACCEPTANCE AND SIGNATURE

I CERTIFY THAT I HAVE READ THIS AGREEMENT IN ITS ENTIRETY.

I UNDERSTAND THAT THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS CONCERNING AVIATION SAFETY, ACCOUNT SECURITY, INTELLECTUAL PROPERTY, LIQUIDATED DAMAGES, LIMITATIONS OF LIABILITY, INDEMNIFICATION, GOVERNING LAW, AND MY LEGAL RIGHTS AND OBLIGATIONS.

BY SIGNING BELOW OR USING THE APPLICABLE ELECTRONIC ACCEPTANCE MECHANISM, I VOLUNTARILY AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

User's Full Legal Name: _____

Signature: _____

Date: _____

PilotMoves Account Username / Email: _____

Agreement Version: _____

Effective Date: _____

Drafting note: This document should be reviewed by qualified Illinois counsel before deployment, particularly with respect to liquidated damages, minors, liability limitations, indemnification, attorneys' fees, privacy disclosures, and venue.