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**PLEASE READ THESE APM APPS END USER LICENCE TERMS AGREEMENT CAREFULLY**

**THIS APP IS PROVIDED FREE OF CHARGE FOR YOUR CONVENIENCE ONLY IN ORDER TO FACILITATE YOUR MANAGEMENT OF YOUR CREW ROSTERING AND CREW RECORDS AND / OR RELATED FLIGHT SCHEDULE AND FLIGHT RECORDS. PLEASE NOTE THE LIMIT TO OUR LIABILITY SET OUT IN THESE TERMS OF USE. BY DOWNLOADING THIS APP YOU AGREE TO THESE TERMS OF USE AND TO THE TERMS OF OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS OF USE AND TO THE TERMS OF OUR PRIVACY POLICY DO NOT DOWNLOAD THE APP.**

**WHO WE ARE AND WHAT THIS AGREEMENT DOES**

We, APM Technologies SA of Voie des Traz 20, PO Box 1100, 1211 GENEVA 5, Switzerland license you to use: **(APM)**

- The APM CrewConnect and the APM OpsConnect mobile application software, the data supplied with the software, (App) and any updates or supplements to it.
- The service you connect to via the App and the content we provide to you through it **(Service)**.
- Any related online documentation provided from time to time to support your permitted use of the App and the Service **(Documentation)**

as permitted in these terms and in accordance with the terms of your contract of employment or service with the airline that you are contracted with **(Airline)**.

**YOUR PRIVACY**

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in the Privacy Policy for the APM CrewConnect APP and the APM OpsConnect App and it is important that you read that information. If you do not agree to the terms of our Privacy Policy do not download the App.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

**THE APPLE STORE'S TERMS ALSO APPLY**

The ways in which you can use the App and Documentation may also be controlled by the Apple Store's rules and policies Apple: [https://store.apple.com/Catalog/uk\\_inst/Images/salespolicies\\_individual.html](https://store.apple.com/Catalog/uk_inst/Images/salespolicies_individual.html)

**THE GOOGLE PLAY STORE'S TERMS ALSO APPLY**

The ways in which you can use the App and Documentation may also be controlled by the Google Play Store's rules and policies

Google: <https://play.google.com/about/play-terms/index.html>

**OPERATING SYSTEM REQUIREMENTS**

This App requires a mobile or tablet device which complies with specifications published on the APM Web Site in a document named, 'APMApps Device Versions' and changed without notice from time to time which are utilising an Apple IOS or Google Android operating system released by Apple or Google. The memory on your device must be sufficient to maintain a timely performance of the App.

**SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS**

**Support.** If you want to learn more about the App functions or the Service or have any problems using them please start by sending us an email using the email address below clearly stating the name of the device you are running, the operating system you are running and describing the function you are trying to perform. Please note APM will not reply to any enquire relating to any device specification not listed in the 'APMApps Device Version' document.

**Contacting us.** Please email our customer service team at [helpdesk@apmtechnologies.com](mailto:helpdesk@apmtechnologies.com) or call them on 00 41 22 717 8499.

**How we will communicate with you.** If we have to contact you regarding the App or the Service we will do so by email, using the contact details you have provided to us.

**HOW YOU MAY USE THE APP**

In return for your agreeing to comply with these terms you may:

- download a copy of the App onto a maximum of four mobile telephone or other handheld devices and view, use and display the App and the Service on such devices for your personal purposes only.
- use any Documentation to support your permitted use of the App and the Service.
- provided you comply with the licence restrictions below, make one copy of the App and the Documentation for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

**YOU MUST BE 18 TO ACCEPT THESE TERMS AND DOWNLOAD THE APP**

You must be 18 or over to accept these terms and download and use the App.

**YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE**

We are giving you personally the right to use the App and the Service and you may not transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

**CHANGES TO THESE TERMS**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce or to reflect changes in the Services agreed with the Airline.

We will notify you of any change by sending your Airline Management an email with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you will not be able to continue to use the App and the Service.

We reserve the right to suspend or withdraw the Service at any time. We will give you as much notice as we reasonably can of any such suspension or withdrawal.

### **UPDATE TO THE APP AND CHANGES TO THE SERVICE**

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

### **IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING**

If you download the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

### **WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

Please note we use JSON web token to identify your device and by using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

### **WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)**

Certain Services may require access to your location and in such circumstances, we will wish to make use of location data sent from your devices. In such circumstances we will advise you of our proposed use within the App with an alert before we start collecting location data. You will be able to turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these Services, you consent to our transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based functionality relating to the Services. You may stop us collecting such data at any time by turning off the location services settings on, however in this event certain functions may be not available.

### **WE MAY COLLECT YOUR PHOTOGRAPH IF YOU HAVE USED THE DEVICE CAMERA**

In the event you have added a photograph to your personal crew profile on the device you therefore confirm your consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing for the use of your image for the crew rostering and the storing of such an image on our servers.

### **WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

### **LICENCE RESTRICTIONS**

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for

the purpose of back-up or operational security;

- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

#### **ACCEPTABLE USE RESTRICTIONS**

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

#### **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

#### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation or where to do so would otherwise be in breach of any relevant legislation.

**We are not liable for losses arising from the improper use of the App.** The App is for private use only to facilitate your management of your crew rostering and crew records and/or related flight schedule and flight records with the Airline. If you use the App for any other purpose we will have no liability to you for any loss of profit, loss which you may incur.

**Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

**Limitation of liability.** Whilst we use all reasonable efforts to ensure that the App functions correctly at all times the App is provided free of charge for your convenience only to assist you in managing your rostering schedule and crew records and/or flight schedule and flight records with the Airline. It is your responsibility for ensuring that your records held by the Airline are correct and up to date and we do not accept any liability for your use of the App or the Service other than as specifically set forth in this section. We recommend that you ask your Airline to back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

#### **WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS**

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may cease providing you with access to the Services.

#### **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

#### **YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE**

You may only transfer your rights or your obligations under these terms to another person, if we agree in writing.

#### **NO RIGHTS FOR THIRD PARTIES**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

#### **IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are

unlawful, the remaining paragraphs will remain in full force and effect.

**EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.