

## **DISCLAIMER**

**PLEASE CAREFULLY READ THE FOLLOWING TERMS BEFORE USING THIS WEBSITE.**

**Continued use of the website signifies your acceptance of, and agreement to be bound by, each and every one of the following terms and conditions:**

Competence Air Services, Inc. operates the website at the domain name [competenceairservices.com](http://competenceairservices.com). Through the Website, we offer information about our products and services (collectively, the “Services”). The Services and the Website are hosted in the United States.

## **CONTENT**

### Proprietary Rights

All materials contained on the Website, including all aspects of the Services and the graphics, catalogs, photographs, product designs, text and look and feel of the sites, and all logos, copyrights, patents and other intellectual property rights related thereto (“Proprietary Materials”), are owned or controlled by Competence Air Services, our subsidiaries or affiliated companies, our third party licensors, and/or our marketing partners. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any Proprietary Materials, or any other protectable aspects of the Website, in whole or in part.

### Errors, Inaccuracies, and Omissions

Occasionally there may be information on our Website, and any catalogs located on our Website, that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Sites is inaccurate at any time without prior notice (including after you have submitted your order).

## Modifications

You agree that we may modify or delete any information on the Website and any catalogs found on the Website at any time. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website, or any Service, content, feature or product offered through the Website.

## NON-COMMERCIAL USE

The Website is for your personal use only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. Any use of the Website or Services in violation of this provision, including communicating any advertisement or solicitation, or collecting usernames and/or email addresses of account holders by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website, is prohibited.

You may download or copy the catalogs and other downloadable materials displayed on the Website for your personal use only. No right, title or interest in any downloaded content is transferred to you as a result of any such downloading or copying. You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the catalogs, photographs or other materials on the Website.

## AGE OF USERS

We do not intend the Website to be used by minors under the age of 13 and specifically prohibit the use of the Website by persons under the age of 13. If you are between the ages of 13 and 17, you must obtain your parent or legal guardian's permission before making use of the Services. By doing so, you represent that your legal guardian has reviewed and agreed to this Agreement.

## ELECTRONIC COMMUNICATIONS

When you visit the Website or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing.

## INTERNATIONAL USE

Accessing materials on the Website by persons in certain countries other than the U.S. may not be lawful, and we make no representation that materials on the Website are appropriate or available for use in locations outside the United States. If you choose to access the Website from outside the United States, you do so at your own risk and initiative, and are responsible for compliance with any applicable laws.

## INDEMNITY

You agree to indemnify and hold us, Competence Air Services, our subsidiaries, and affiliates, and our respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website or Services 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 and/or if any Content that you post on the Website or through the Services causes us to be liable to another.

## ACKNOWLEDGMENT

This Agreement, including all documents referenced herein, represents the entire understanding between you and us regarding your relationship with us and supersedes any prior statements or representations. When using the Website, YOU AGREE TO BE BOUND BY THIS AGREEMENT. This Agreement is deemed accepted upon any use of the Website or any of the Services. This Agreement constitutes the entire agreement between you and us regarding the use of the Website and Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

## MODIFICATION

We reserve the right to make changes to the Website, posted policies and these Terms of Use at any time without notice.