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This terms describes your rights and the conditions upon you may use the MyDiamond account.

By using an account and the MyDiamond site, you agree to all terms, and consent to the transmission of certain information during activation and during your use of MyDiamond. If you do not accept or breach with any of these terms, Diamond Aircraft will be entitled to revoke your right to use the service or its features.

1. Applicability.

This agreement applies to the supplied MyDiamond account, any updates, upgrades, supplements and services, unless other terms come with them. It also applies to photos, news, movies and other supplied data that are included with and are part of MyDiamond. If this agreement contains terms regarding a feature or service not available on your account, then those terms do not apply.

2. Use of Service

Various services are available on the MyDiamond website, including but not limited to information about Diamond Aircraft Industries products and services. In order to access the services on this site, you will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data (“Registration Data”). By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

- 2.1. **License.** The access to the MyDiamond web page and all contents are licensed, not sold. Under this terms, we grant you access to the MyDiamond services, for one single user at a time, as long as you comply with all the terms.

Diamond Aircraft Industries reserve all rights not expressly granted in this terms. For example, this license does not give you any right to, and you may not:

- 2.1.A. copy, modify, host, stream, sublicense, or resell the services, Software or content
 - 2.1.B. enable or allow others to use the Service, Software, or content using your account information
 - 2.1.C. access or attempt to access the Services by any means other than the interface we provided or authorized
 - 2.1.D. transfer the account
 - 2.1.E. work around any technical restrictions or limitations in the software
 - 2.1.F. make the account available for simultaneous use by multiple users over a network
 - 2.1.G. reverse engineer, decompile or disassemble the software or attempt to do so
 - 2.1.H. place advertisement of any products or services in the Service
 - 2.1.I. violate applicable law
- 2.2. **Backup copy.** You may make a single copy of each content for backup purposes only.
- 2.3. **Equipment.** You are responsible for providing, at your own expense, all equipment necessary to use the services, including a computer, modem, and Internet access (including payment of all fees associated with such access)
- 2.4. **Third Party Sites and Information.** The MyDiamond website may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

3. Subscription Offers

- 3.1. **Minimum subscription Term.** The minimum subscription term for all packages is twelve months.
- 3.2. On commencement of your subscription you must choose one of the offered packages.
- 3.3. During the term of 12 months, you upgrade to a larger scope of services anytime.
- 3.4. It is not possible downgrade to a lower rate, during the term of 12 months.
- 3.5. It is not possible to switch between aircraft types, during the term of 12 months.
- 3.6. If the original services are modified by the customer during the term of contract, the new subscription term will start with the date the changes were applied.
- 3.7. **Registration Fee.** A Registration Fee applies to your first registration. The registration fee as well as all MyDiamond services are bound to the company name and address submitted during the registration process.
- 3.8. **Additional User accounts.** You may register additional users to a maximum extent as defined by the selected package.
- 3.9. Additional User accounts, above the limit of the package used, can be ordered via the MyDiamond support team and are subject to an additional fee.
- 3.10. Promotional offers may have a different minimum term.
- 3.11. Promotional offers and incentives are subject to availability and may be changed at any time.

4. Payment Types

- 4.1. Subscriptions must be paid for 12 months in advance, by bank transfer. Accounting period July 01 to June 30.
- 4.2. Payment types and subscription durations may be restricted for promotional offers.
- 4.3. On commencement of your subscription and after payment, we will provide the login details with a validity of twelve months.
- 4.4. If you choose the unlimited term option, your login details will be active until termination of the contract.
- 4.5. If you choose the limited term option, your login details will be active until the end of the contract term.
- 4.6. If the price of your subscription increases, we will give you at least 10 days' notice.
- 4.7. In the event of premature cancellation of the contract, no refund of any fees is granted.

5. Privacy and Intellectual Property

- 5.1. **Consent to Use of Data.** Your privacy is important to us. For further details please refer to the "Data Protection Information" published on our homepage:
<http://www.diamond-air.at/en/impressum/>
- 5.2. **Account Information.** You are responsible for all activity that occurs via your account. Please notify Diamond Aircraft Industries immediately if you become aware of any unauthorized use of your account.
- 5.3. **Account protection.** You are solely responsible for keeping your anti-virus and firewall software updated and for taking other appropriate steps in order to maintain the confidentiality of your password and account. You may not transfer or share your account with anyone. Diamond reserves the right to immediately terminate your account if you do transfer or share your account.
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- 5.5. Any communication or material that you transmit to the MyDiamond webpage or to us, whether by electronic mail, post, or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our agents and affiliates a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used. Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing.

6. Limitation of Liability

- 6.1. In no event shall Diamond Aircraft Industries GmbH or its affiliates be liable to you or any third party for:
- 6.1.A. any loss of data, goodwill, or profits, whether or not foreseeable
 - 6.1.B. any special, incidental, indirect, consequential, or punitive damages whatsoever including those:
 - 6.1.B.1. Resulting from loss of use, data or profits, whether or not foreseeable
 - 6.1.B.2. Based on any theory of liability, including breach of contract, negligence or other tortious action
 - 6.1.B.3. Arising from any other claim out of or in connection with your use of or access to the Services or Software.
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7. Termination of subscription

- 7.1. **Termination by customer.** You may stop to using the Services at any time. Termination of your account does not relieve you of any obligation to pay any outstanding fees.
- 7.2. Every termination of your subscription must be made in writing.
- 7.3. **Termination by Us.** If we terminate these terms for reasons other than for cause, then we will make reasonable effort to notify you at least 30 days prior to termination via email address you provided to us. You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the MyDiamond site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any of the following conditions, but not limited to these conditions, may be reason for terminating or suspending your access to the MyDiamond site and services:
- 7.3.A. Breach of any provision of these terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with these terms)
 - 7.3.B. You fail to make the timely payment of fees for the Software or Services, if any
 - 7.3.C. We are required to terminate the services by law
 - 7.3.D. We elect to discontinue the Services or Software, in whole or in part,
 - 7.3.E. There has been an extended period of inactivity in your free account

8. Modification

- 8.1. We may modify these terms or any additional terms that apply to a Service or Software to, for example, reflect changes to the law or changes to our Services or Software. You should look at the terms regularly. Diamond reserves the right to change this Terms of Use at any time without prior notice. By continuing to use or access the Services or Software after the revisions come into effect, you agree to the revised terms.

9. Disclaimer of Warranties

All materials and services on the MyDiamond website are provided on an "AS IS" and "AS AVAILABLE" basis without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, we make no warranty that:

- a) The services and materials will meet your requirements
- b) The services and materials will be uninterrupted, timely, secure, or error-free
- c) The results that may be obtained from the use of the services or materials will be effective, accurate or reliable, or
- d) The Quality of any products, services, or information purchased or obtained by you from the MyDiamond site or our affiliates will meet your expectations or be free from mistakes, errors or defects.

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You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You are solely responsible for keeping your continuing airworthiness documentation updated at any time.

You understand and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, miss-delivery or failure to store any user communications or personalization settings.

10. General Terms and Conditions

In addition to the terms stated in this document, the GENERAL TERMS AND CONDITIONS of DIAMOND AIRCRAFT INDUSTRIES apply. In case these terms conflict with the GENERAL TERMS AND CONDITIONS of DIAMOND AIRCRAFT INDUSTRIES the parties agree that such provision shall be changed so as best to accomplish the economic objective of such provision.

11. Final Provisions

In the event that any of the terms in this document are found to be invalid, unlawful or unenforceable in whole or in part, the validity of the other provisions shall not be affected and will continue to be valid and enforceable. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by law, to the end that these terms shall be a valid and binding agreement enforceable in accordance with its terms. The parties shall use their best efforts to substitute for such void provision a valid, legal and enforceable provision which will approach as closely as possible the intention of such void provision. The headings in this License Terms are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. Whenever required by the context hereof, the singular shall include the plural and vice versa.

A waiver of claims and rights resulting from this Agreement must be made in writing. The non-pursuance or non-enforcement of a provision of this Agreement does not result in a waiver, forfeiture or prejudice of the factual and legal position of the party not pursuing the claim unless otherwise provided for in the license terms.

All disputes arising out of this contract or related to its violation, termination or nullity shall be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one arbitrator appointed in accordance with these rules. The language to be used in the arbitral proceedings shall be English. The proceedings shall take place in Vienna, Austria. Parties having concluded this arbitration Agreement as businessmen waive (to the extent possible by mandatory law) their right to have recourse against an arbitrage on those grounds on which recourse may be had against a court judgment by way of application for reopening the case under Austrian law. In case this arbitration Agreement is not valid, the Parties agree that all disputes shall be finally settled by the competent court in Wiener Neustadt, Austria.