

Aeroplane Bvba Terms of Service

To make sure we know exactly what to expect from each other, Aeroplane Bvba has written down the conditions that apply whenever it provides services to its users. By using the website or file transfer service you agree to be bound by these terms of service, the notice and take down policy and privacy policy.

Version: 23 April 2017

You have read and understand:

Acceptance of the Terms and Definitions

The Terms of Service and underlying NTD Policy and Privacy Policy (“Terms”) are a legal document between you (“You”, “Your”, etc.), the user of our file transfer service (“Service”) provided through the website Aeroplane Bvba (“Website”), and Aeroplane Bvba (“Aeroplane Bvba”), owner and rights holder of the Website and provider of the Service. We recommend You to read these documents carefully.

Acceptance of the Terms and Definitions (cont.)

By accessing or using any part of the Website or Service You agree to be bound by the Terms, including the NTD Policy and Privacy Policy that form an integral part of the Terms.

Note that Aeroplane Bvba may revise these Terms from time to time. Each revised version shall be dated and posted on the Website. Aeroplane Bvba recommends that You review the Website from time to time and take note of any changes. If You do not agree with the Terms, including the NTD Policy and Privacy Policy, You should not or no longer access or use the Website and/or Service. Any future or continued use of the Website and/or Service is governed by the Terms, including the NTD Policy and Privacy Policy.

Aeroplane Bvba provides You with the infrastructure and facilities to send up to 2 gigabytes of data or an unlimited number of digital files (“File” or “Files”) to others and/or themselves over the internet via our Website. Our basic Service is completely free from charge thanks to the ads on the background of the Website. Special features and functionalities are available at a charge, such as Aeroplane Bvba Plans.

Aeroplane Bvba transfers all kinds of Files. All File transfers between You and the designated recipient(s) (“Recipient” or “Recipients”) are treated confidentially. Aeroplane Bvba does not check or open the type or content of Files being sent, nor does it offer a search function, catalogue or listing to find Files that are available for transfer. Aeroplane Bvba can however view the names and types of Files that have been sent, but will only access this information if Your (technical) support request necessitated this.

Uploaded Files are stored on Aeroplane Bvba’s servers for a period of 3 days. After this period Files are permanently deleted to make room for new transfers. Each File can be sent to up to 10 email addresses per transfer, though each email is sent separately to each individual Recipient. When You have successfully uploaded Your preferred Files, both You and the Recipient receive an email with download details.

Aeroplane Bvba provides different kinds of notification emails to users of the Service. An email is sent to the email address You have provided as Your email address to confirm successful upload of the Files. This transfer confirmation email contains: - the email addresses of the Recipients; - a direct link to download a copy of the File yourself; - the hours until removal of the File, in other words the period in which the File is available for You to download (as many times as You wish); - in the event that You have made use of the opportunity: Your personalized message. The Recipient will receive a notification email from Aeroplane Bvba. This email contains: - a download button that leads to the location within the Website where the Recipient can directly and securely download the File; - if provided, a personal message; - the email address of the sender; - the name, extension and size of the

File; - the hours until removal of the File, in other words the period in which the File is available for the Recipient to download.

Aeroplane Bvba provides the technically necessary facilities to transfer Your File. Aeroplane Bvba does not claim any ownership of the Files You transfer through our Service. You are fully and solely responsible for the Files You wish to transfer through our Service.

By using our Service You acknowledge and agree that Aeroplane Bvba is not responsible for any failure of the Service to store, transfer or delete a File or for the corruption or loss of any data, information or content contained in a File.

By using our Service You guarantee that You have, for each File, all required permissions, including from copyright and other intellectual property rights holders, to distribute, transfer, store and make available online and for download as part of our Service.

The advertisements, including photography, graphic design, typography, portraits and logos, as well as trademarks, service marks and trade names are the intellectual property of their rights holders, such as the advertisers and/or third parties. You are not allowed to copy, reproduce, make available online to the public, sell or reuse the advertisements or part of the advertisements in any way without the permission of the rights holder. Aeroplane Bvba is not responsible or liable for (i) the contents of advertisements, (ii) in-ad links to advertisers or third party websites or (iii) the contents, products or services offered on advertisers or third party websites. You accept that all use outside the Website is at Your own risk.

Aeroplane Bvba respects Your rights and demands that You respect those of Aeroplane Bvba, its advertisers and third parties. This includes privacy and intellectual property rights, such as trademarks, service marks, trade names and logos. You are not allowed to use our Service to infringe on any rights, including privacy or intellectual property rights or to promote, enable or facilitate others to infringe on any rights of others.

As a condition to make use of the Service You agree not to transfer any Files that:

- feature child pornography;
- promote racism, violence or hatred;
- are false or misleading;
- You don't have the right to copy and/or transfer;
- infringe on intellectual property rights;
- violates privacy rights, including data protection rights;
- infringe on or violate any applicable law or regulation.

In addition, You agree not to:

- impersonate or pretend affiliation with any person or entity;
- access any non-public area's of our Website or Service;
- send viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind and for any purpose;
- attempt to probe, scan, compromise or test the vulnerability of the Website or Service or any related system or network or breach any security or authentication, unless You do so in accordance with our Responsible Disclosure Policy.

Aeroplane Bvba reserves the right to investigate and/or remove, without warning, any Files from its servers or block You from accessing the Website or Service, when Aeroplane Bvba finds, at their own discretion or after receiving substantiated and valid complaints, that You violate these Terms (including the Privacy and/or NTD Policy) or act in violation of any applicable law or regulation. Aeroplane Bvba reserves the right to disclose Files in so far necessary (i) to defend itself in legal proceedings (ii) to follow a court order, (iii) to abide by any law, regulation or governmental request, (iv) to safeguard national security, defense, public security or public health and v) to uphold our Terms.

Disclaimer: Aeroplane Bvba provides its Service "AS-IS", without warranty of any kind. Without limiting the foregoing, Aeroplane Bvba explicitly disclaims any warranties of merchantability, fitness for a particular purpose and noninfringement. Aeroplane Bvba makes no warranty that the Service is available on an uninterrupted, secure or errorfree basis. Your use of the Service is at Your own risk. You acknowledge and agree that Aeroplane Bvba is not responsible for any damages to Your computer system or the computer system of any third party that result from use of the Service.

Indemnity and Liability: You will defend, indemnify and hold harmless Aeroplane Bvba, including its employees and affiliates, from and against any claims, liabilities, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with Your access to or use of the Service or Your violation of these Terms, including any third party claims that Files submitted to the Service by You infringe or violate any third party rights. However, this limitation of liability does not intend to exclude the liability of Aeroplane Bvba for the intentional and/or deliberate recklessness of Aeroplane Bvba themselves (“their own acts”) and or the management of Aeroplane Bvba. In no event will Aeroplane Bvba be liable to You or to any third party for any damages arising out of use of the Website or Service, whether based on warranty, contract, tort (including negligence) or any other legal theory and whether or not Aeroplane Bvba has been informed of the possibility of such damage, even if any limited remedy is found to have failed its essential purpose. Aeroplane Bvba will not accept any liability for damage as a result of an attributable failure in the performance of the agreement to provide the Service or pursuant to an unlawful act or whatever other reason, including, but not limited to any incidental, special, consequential damage resulting from or in connection with the use of the Service and/or the impossibility of using it insofar as this is allowed under mandatory law. In the event Aeroplane Bvba is liable for damage under mandatory law, Aeroplane Bvba’s aggregate liability to You for any and all claims arising out of or in connection with the use of the Service will in no event exceed one hundred euro (€0) per incident.

Controlling Law and Jurisdiction: These rights and obligations arising out of or in connection to these Terms shall be construed, governed, interpreted and enforced according to the laws of the Belgium. The exclusive jurisdiction and venue of any action with respect to any subject matter relating to these Terms will be the courts located in Mechelen, Belgium, unless stipulated otherwise by mandatory Belgian or international laws. You waive any objection to jurisdiction and venue in the courts of the Belgium.

These Terms supersede any and all prior oral and written quotations, communications, agreements and understandings between You and Aeroplane Bvba. These Terms shall apply in preference to and supersede any and all Terms of any use of any kind by You. In the occasion that these Terms shall become partly invalid, You and Aeroplane Bvba remain bound to the remainder of these Terms. These Terms overrule anything you might have been told by us previously or that you came up with yourself. Questions? For questions about these Terms, please contact Aeroplane Bvba through our contact form. We speak English.