

VATSIM USER AGREEMENT

The Virtual Air Traffic Simulation Network is an organization, which provides flight simulation and air traffic control enthusiasts with a network of computers to which they can log on via the Internet and engage in flight and air traffic simulation. This agreement covers the usage of the Virtual Air Traffic Simulation Network (hereinafter referred to as "VATSIM"). Individuals making an application to join VATSIM and those logging on to any of the network of computers joined together to comprise the physical VATSIM network as well as those additional computers defined in Article VI. of the VATSIM Code of Regulations and otherwise utilized by VATSIM to provide services are hereinafter referred to as "Users" and/or "Members". The services are offered to you, the User, by VATSIM, conditioned on your acceptance, without modification, of the terms, conditions and notices contained herein. By submitting an application and being accepted as a member of VATSIM, you hereby agree to all of the terms, conditions and notices contained in this User Agreement, the VATSIM Code of Regulations and the VATSIM Code of Conduct.

The amendment history to this User Agreement may be found in Appendix "C" of the VATSIM.net Code of Regulations.

1. Use of VATSIM Services

1.1 While using VATSIM Services, you are permitted to engage in online flight and air traffic control simulation. You may also participate in forums, mailing lists, chats, and download software, data and other information made available by VATSIM and its affiliates. In addition, you agree to provide usage data which may be used by VATSIM and its affiliates.

Your activity in forums, mailing lists and chats is subject to review, modification and deletion, without notice, by authorized VATSIM personnel. Files downloaded may be subject to posted limitations on usage, reproduction and/or dissemination and you are responsible for adhering to such limitations in exchange for the use of such software. The use of copyrighted VATSIM property which includes, but is not limited to, names and logos is restricted and may not be used by anyone without the express written consent of VATSIM. In addition, the use of copyrighted VATSIM data and statistics such as online time is reserved for the use of VATSIM, its members and affiliated organizations and groups. Redistribution or any other use of such data is prohibited without the express written consent of VATSIM.

1.2 To use VATSIM services, you must first register as a member of VATSIM at <http://vatsim.net>. Only registered members in good standing may fly online as a pilot and provide ATC as an air traffic controller.

- 1.3** During the registration process and each time you log onto the VATSIM.net network through the use of any approved pilot or controller software client(s), you must use your full first and last names. Nicknames, callsigns or abbreviations, except where used as callsigns, are not permitted.
- 1.4** You may register for and hold only one VATSIM registration and you may hold only one VATSIM identification number and password. This identification number and password are issued only to you and are neither transferable nor may they be used by any other person. The VATSIM identification number(s) issued to you remains at all times the property of VATSIM.net and may be revoked at any time pursuant to the terms of this Agreement, the VATSIM Code of Regulations and the VATSIM Code of Conduct.
- 1.5** By submitting an application, being accepted as a member of VATSIM and by logging onto the VATSIM.net network, a member agrees to be bound by the terms of this User Agreement, the VATSIM Code of Regulations and the VATSIM Code of Conduct.
- 1.6** The owners of VATSIM.net reserve the right to terminate a Member's account and/or network access privileges at any time without notice or limitation.

2. Connecting to the VATSIM Network

- 2.1** It is required that you identify yourself by your first and last name as well as your VATSIM issued ID number each time you log onto the VATSIM.net network so that online identification can be possible. Nicknames, initials, callsigns or abbreviations used in place of your first and last name are not permitted. Failure to comply could lead to a suspension of your membership privileges and possible termination of your membership account.
- 2.2** VATSIM is a network of privately owned server computers that are connected via the Internet. Only software approved by the Board of Governors of VATSIM.net and listed as approved on the VATSIM.net website may be used to connect to, send data to or receive data from any server within the VATSIM.net network. For the purposes of this paragraph, the phrase 'send data' shall include passing data to another program acting as a proxy agent such that the data is then sent to the network, as well as sending the data directly to the network. This paragraph shall cover communications with the data and statistics servers, the certificates server and all other client servers which comprise the VATSIM network. Connecting or attempting to connect with non-approved software is prohibited and could lead to a suspension of your membership privileges and possible termination of your membership account.
- 2.3** Except as provided for by this section, a member is permitted to make only one connection at any one time under his or her account number (CID) to the VATSIM.net network. Multiple connections either as a pilot, controller or a combination of the two are not permitted.

However, if a controller is logged on to the VATSIM.net network as a facility which is permitted to provide a voice Automatic Terminal Information Service (ATIS) as provided for by Paragraph C(11) of the Code of Conduct, then such controller may create up to two connections using his or her CID for purposes of providing ATIS to pilots. The first connection shall be used as a "Controller" connection and the second connection shall be used exclusively as an "ATIS" connection. Under no circumstances may such a controller create more than two connections.

3. Use of VATSIM Services, Mailing Lists, Chat Rooms and Other Communications Venues

3.1 You are responsible for the communications you make while using the services provided by VATSIM which includes any one or all of the computers joined together which comprise the physical VATSIM.net network as well as any additional computers which are utilized in any way by VATSIM.net members for communicating via text or voice for purposes of engaging in simulated air traffic control and/or flight simulation purposes. This definition expressly includes the computers which host the official internet forums, newsgroups and mailing lists utilized by VATSIM.net and its officially recognized regions, divisions, ARTCCs, ACCs and FIRs. It is required that all users of VATSIM refrain and not engage in any of the following activities:

A. The publishing, posting, distribution, use or dissemination of defamatory, infringing, obscene, vulgar, profane, unlawful or other such types of communications, materials or information;

B. The use of VATSIM services to threaten, harass, abuse, intimidate, stalk or to otherwise violate the legal rights of others, including rights of privacy and publicity;

C. The use of VATSIM services in any manner other than as an individual user. No individual or entity is permitted to resell or make any commercial or non-commercial use of the VATSIM network which involves the payment of money or goods to said individual or entity or such party's designee without the prior written consent of the VATSIM.net Founders or their designated agent. The prohibitions set forth in this paragraph expressly include any and all sales and/or solicitations of money, goods and services no matter for what purpose, person, group or cause, without limitation.

4. Provision and Usage of Data and Statistics

4.1 While it will do its best to provide Members with access to and usage of accurate data and statistics generated as a result of network activities, VATSIM makes no guarantee as to the availability or continued availability of any data or statistics provided by VATSIM or any authorized third-party provider(s). In addition, VATSIM makes no warranty, either express or implied, that any such data and statistics are without error or otherwise fit for any particular use or purpose.

5. Notice of Right To Remove Content and Services

5.1 VATSIM reserves the right, for any reason, to alter and remove without notice or limitation, any content from its web site, forums and download sites and to terminate provision of services (including data and statistics) to any affiliates or third party content providers.

6. Required Mailing List

6.1 The VATSIM NOTAM list is a required list for all members. Continuous subscription to the VATSIM NOTAM LIST by members of the VATSIM network is also required. This list is for announcement purposes only and the posting of messages (except by authorized VATSIM volunteers) is prohibited.

7. Indemnity

7.1 You agree to indemnify, and hold the VATSIM network and its affiliates, and their respective agents, information providers and licensors harmless from and against any and all claims, liability, losses, costs, and expenses incurred by any Party in connection with any use or alleged use of the VATSIM network under your ID and password by any person, whether authorized or not.

8. Information Available on and Through the Use of VATSIM

8.1 Statements made by any users in forums, conferences, mailing lists, and chats reflect only the views of their authors. VATSIM does not endorse the accuracy of any such information, including, but not limited to, statement of opinion or advice, provided on or by means of the VATSIM network.

8.2 The information provided on VATSIM is for purposes of recreational air traffic control simulation and flight simulation only and under no circumstances is any such information received by the user of VATSIM to be used for real world flight or air traffic control operations.

8.3 In exchange for the grant of membership privileges to VATSIM, a Member hereby agrees that his or her usage statistics may be collected by VATSIM and made available for use by other members and/or VATSIM affiliates. These usage statistics, at all times, remain the property of VATSIM.net. Since VATSIM is a network which makes use of the Internet and an individual Member's activity and/or use of the network may be seen by other Members and the public in general, Members hereby agree that there is no reasonable expectation to privacy when it comes to their use of the network as a pilot or air traffic controller or to any posts made on VATSIM forums. Neither VATSIM nor its authorized affiliates are obligated to make private any such information.

9. Application Information

9.1 Providing false information on your membership application is prohibited and is grounds for immediate termination, without prior notice, of your VATSIM membership account and network access privileges.

10. Copyrights and Trademarks

10.1 All contents of the VATSIM website, the VATSIM name and logos, trademarks and/or service marks are the property of VATSIM.net and are: Copyright © 2001 – 2009 VATSIM, All Rights Reserved.

11. Modification

11.1 VATSIM.net reserves the right to change this Agreement at any time, without notice, by revising the terms and conditions herein. Continued use of the VATSIM network following any such changes shall constitute the User's acceptance of such changes.

12. No Warranty

- A.** THE USER EXPRESSLY AGREES THAT USE OF VATSIM.net, REGISTERING TO USE THE SERVICES OF VATSIM.net AND LOGGING ON TO ANY OF THE COMPUTERS COMPRISING THE VATSIM.net NETWORK IS AT USER'S SOLE RISK. NEITHER VATSIM.net, ITS AFFILIATES NOR ANY OF IT'S RESPECTIVE MEMBERS, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT VATSIM.net WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SYSTEM, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED THROUGH THE SYSTEM.

- B.** VATSIM.net AND THE SERVICES WHICH ARE MADE AVAILABLE TO MEMBERS AND USERS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

- C.** THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR,

OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. THE USER SPECIFICALLY ACKNOWLEDGES THAT VATSIM.net IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER MEMBERS, USERS OR THIRDPARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH USER.

- D.** IN NO EVENT WILL VATSIM.net OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING VATSIM.net's INTERNET WEBSITE CONTENT BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM. THE USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL SUCH WEBSITE CONTENT.
- E.** IN ADDITION TO ALL OF THE TERMS SET FORTH ABOVE, NEITHER VATSIM.net, NOR ANY OF ITS AFFILIATES OR CONTENT PROVIDERS SHALL BE HELD LIABLE, REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNGENUINENESS OF, THE INFORMATION CONTAINED IN ITS WEBSITE OR SERVICE NETWORK OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO ANY MEMBER OR USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NEITHER VATSIM.net NOR ANY OF ITS AFFILIATES OR CONTENT PROVIDERS WARRANT OR GUARANTEE THE TIMELINESS, ACCURACY OR COMPLETENESS OF THIS INFORMATION. IN ADDITION, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE INFORMATION PROVIDED ON THE VATSIM.net WEBSITE OR SERVICE NETWORK.