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Flight Support Services Ltd

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PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE USING THIS SITE. BY USING THIS SITE YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS BELOW, DO NOT ACCESS OR USE THIS SITE. SBA FLIGHT SUPPORT SERVICES LTD. RESERVES THE RIGHT, TO MODIFY, ALTER OR OTHERWISE UPDATE THESE TERMS & CONDITIONS FROM TIME TO TIME AS IT DEEMS FIT, WHICH MODIFICATIONS, ALTERATIONS OR UPDATES SHALL AUTOMATICALLY BE BINDING ON YOU.

1) Introduction

b. These Terms and Conditions shall govern SBA Flight Support Services LTD. Website (<http://http://sba-fss.ie/>) and the Services provided under this website by, "SBA FLIGHT SUPPORT SERVICES LTD." referred to as 'SBA Flight Support Services LTD Online Services'.

c. Natural as well as juridical persons are eligible to become "Customer" of the SBA Flight Support Services LTD. Website under these Terms and Conditions.

d. In relation to the provision of Services and supply of Products by SBA Flight Support Services LTD. Website, Customer of SBA Flight Support Services LTD. Website shall observe and be bound by SBA Flight Support Services LTD. Conditions applicable to each particular Service and/or Product which Conditions shall be deemed an inseparable part of these Terms and Conditions.

e. Customers shall be deemed to have accepted and agreed to be bound by these Terms and Conditions immediately upon clicking and using this website. However, when a Customer elects to transact on SBA Flight Support Services LTD. Website for any of SBA Flight Support Services LTD. Services or Products, that Customer shall be deemed to have agreed to be bound by the Terms & Conditions contained herein along with SBA Flight Support Services LTD. terms & conditions applicable to that particular service.

f. This Introduction constitutes an integral part of these Terms & Conditions.

2) Definitions & Interpretations

In these Terms and Conditions, unless the context requires otherwise, the following word(s) and terms shall have the meanings attributed to them:

a. SBA Flight Support Services LTD. Website: shall mean SBA Flight Support Services LTD. owned website with the URL <http://sba-fss.ie/> offering informational content and online transactions with SBA Flight Support Services LTD. on products and services specified therein (hereinafter referred to as SBA Flight Support Services LTD. Website)

b. SBA Flight Support Services LTD. Website Services & Products: shall mean sale of all Products and Services provided by SBA FLIGHT SUPPORT SERVICES LTD. or any SBA Flight Support Services LTD. products and services offered and allowed online business through SBA Flight Support Services LTD. Website.

c. SBA Flight Support Services LTD. Website Registration Process: shall mean the process specified for registering customers to transact business through SBA Flight Support Services LTD. Website as amended by SBA Flight Support Services LTD. from time to time.

d. SBA Flight Support Services LTD. Applicable Terms and Conditions: shall mean the relevant SBA Flight Support Services LTD. Terms and Conditions particular to any Service or Product offered through SBA Flight Support Services LTD. Website.

e. Customer: shall mean the SBA Flight Support Services LTD. Website registered customer(s)

f. Application form: shall mean the form(s) made available on SBA Flight Support Services LTD. Website for applying to the SBA Flight Support Services LTD. service(s) or products.

g. User: shall mean any online visitor who visits SBA Flight Support Services LTD. Website

h. Order Form: shall mean the Web pages accessible at the SBA Flight Support Services LTD. Website containing details of services available for:

* 1) selection by and/or allotment to the Customers;

* 2) submission by the Customer as part of the process of application after the customer has made and verified the selection.

i. Order Form Confirmation: shall mean the Web pages accessible at the Website marked with the references "Order Form Confirmation" containing a summary of the details of the Services and Products ordered and Charges payable.

j. Registration Form: shall mean the Web pages accessible at the Website marked with the reference "Registration Form" for the Customer to fill in Customer's personal, billing and delivery

information and for the submission by the Customer for the completion of SBA Flight Support Services LTD. Website Registration process, where applicable.

3) Disclaimer

While SBA Flight Support Services LTD. uses reasonable efforts to include accurate and up-to-date information on this web site, SBA Flight Support Services LTD. makes no warranties or representations as to its accuracy. SBA Flight Support Services LTD. Website Service and Products are provided "as is" without any warranties or representations of any kind whether express or implied, arising by law or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose or non-infringement or any implied warranty arising out of course of performance, course of dealing or usage of trade.

4) Liability

a. Notwithstanding anything to the contrary in these Terms and Conditions, SBA Flight Support Services LTD. shall have no liability for any direct, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to SBA Flight Support Services LTD. Website and SBA Flight Support Services LTD. Online Services, even if SBA Flight Support Services LTD. has been advised of the possibility of such loss. If a Customer/User is not satisfied with any portion of SBA Flight Support Services LTD. Website, Service or Products or any of these Terms & Conditions, that Customer's/User's sole and exclusive remedy is to discontinue using SBA Flight Support Services LTD. Website.

b. In particular SBA Flight Support Services LTD. shall not be liable to any Customer(s) for any delay in providing or restoring SBA Flight Support Services LTD. Website and related Services & Products nor for loss or damage(s) and /or any loss of data howsoever caused including without limitation, non-delivery, misuse or mis-delivery or of any interruption, suspension, or termination of service, or for the contents, accuracy or information or resource made available or received or transmitted through the SBA Flight Support Services LTD. Website, Services & Products.

5) Links to other websites

SBA Flight Support Services LTD. is not responsible for any linked sites posted in SBA Flight Support Services LTD. Website. The linked sites are for Customer convenience only. Customer/User understands and acknowledges that any access to such sites is at Customer's/User's own risk. SBA Flight Support Services LTD. does not control such sites, or the information contained therein. SBA Flight Support Services LTD. is not liable for any loss or damage that the Customer may sustain as a result of any reliance or use of such sites or the information therein.

6) Payment Rules

a. Subject to SBA Flight Support Services LTD. Applicable Terms and Conditions, SBA Flight Support Services LTD. shall be entitled to debit the Customer's credit card account or recover by any other means any amount including any upfront payment due on any Service or Product offered through SBA Flight Support Services LTD. Website. Customers are required to pay SBA Flight Support Services LTD. all other charges as indicated in SBA Flight Support Services LTD. Applicable Terms and Conditions or as otherwise determined by SBA Flight Support Services LTD.

b. SBA Flight Support Services LTD. shall have the right to charge a reasonable fee for the processing of any personal data access request. All requests for access to or correction of personal data or information regarding policies and practices and types of personal data held should be in writing and be addressed to: cd@shannon-ba.com

7) Modification of Services

SBA Flight Support Services LTD. reserves the right to change and / or amend online services, Services and/or Products offered or delivered to the Customer from time to time. Furthermore, SBA Flight Support Services LTD. reserves the right to discontinue all or part of SBA Flight Support Services LTD. Online Services, Services and Products without any prior notice.

8) Representation and Warranties

a. Customer represents and warrants that:

- * 1) all information provided by the Customer in the Application Form(s) are true and complete;
- * 2) he/she is aged 21 or above and a holder of a valid credit card, the details of which have been entered into the SBA Flight Support Services LTD. Online Services Registration Confirmation Form.
- * 3) Customer will indemnify SBA Flight Support Services LTD. in full against all direct or indirect loss, damages, claims, demands, proceedings, costs and charges howsoever arising out of the Customer's breach of any representation, warranty or undertaking set out in these Terms and Conditions.

9) Change of Address

Subject to SBA Flight Support Services LTD. Applicable Terms & Conditions, Customers may change their address on line at any time. However, the loss or delay of any mail/ correspondence, which might have been dispatched prior to the change, shall be at the sole risk and responsibility of the Customer.

10) Amendment

SBA Flight Support Services LTD. reserves the right to change, amend or reproduce these Terms and Conditions or any document related to SBA Flight Support Services LTD. Online Services, SBA Flight Support Services LTD. Services and Products from time to time as it may deem fit. Any such change, amendment or reproduction shall immediately bind the Customer from the date on which it is posted on SBA Flight Support Services LTD. Website.

11) Customer's Responsibilities

a. Subject to SBA Flight Support Services LTD. Applicable Terms and Conditions, Customer shall protect the secrecy of the password assigned to him/her at all times and shall ensure that the same is not revealed or disclosed in any manner whatsoever to any person or persons whomsoever. Customer shall be fully and solely responsible for and shall bear all charges, losses, and damages arising from any use of his or her / user identification and/or password, howsoever arises.

b. Customer shall at all times use only his own ID password for accessing SBA Flight Support Services LTD. Online Services. The Customer may change his/her password from time to time to ensure security.

c. Customer shall, when accessing any other network through the Service, comply with the rules appropriate for that network.

d. Subject to SBA Flight Support Services LTD. Applicable Terms and Conditions and in consideration of SBA Flight Support Services LTD. allowing the Customer access to SBA Flight Support Services LTD. Website services, the Customer agrees:

- * 1) not carry out or allow any intellectual property right(s) infringement(s) ;
- * 2) not to use SBA Flight Support Services LTD. Online Services Customer's access for any illegal, improper, obscene or defamatory purpose or any purpose which is prohibited by law, these Terms and Conditions or other SBA Flight Support Services LTD. regulations;
- * 3) not to publish, post, upload, distribute or disseminate any inappropriate, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information
- * 4) not to upload materials, information or files that contain software or other material protected by intellectual property laws (or by rights of privacy) unless customer owns or controls the rights thereto or have received all necessary consents to do the same;
- * 5) not to upload materials, information or files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- * 6) not to violate any code of conduct or other guidelines which may be applicable for any particular SBA Flight Support Services LTD. Service;
- * 7) not to use the SBA Flight Support Services LTD. Services in any manner which could damage, disable, overburden, or impair any SBA Flight Support Services LTD. Service or the network(s) connected to any SBA Flight Support Services LTD. Services or interfere with any other party's use and enjoyment of any SBA Flight Support Services LTD. Services or Products;
- * 8) Not to attempt to gain unauthorized access to any SBA Flight Support Services LTD. Services, other accounts, computer systems or networks connected to any SBA Flight Support Services LTD. Services through hacking or any other means;

12) Control of Access Data

SBA Flight Support Services LTD. reserves the right to manage and control the access to computer systems and data stored in SBA Flight Support Services LTD. Website.

13) Access Speed

SBA Flight Support Services LTD. does not guarantee any specific response time for SBA Flight Support Services LTD. Website access to Internet.

14) Privacy Policy

SBA Flight Support Services LTD. is concerned about the privacy of the Customers and Users SBA Flight Support Services LTD. Website. SBA Flight Support Services LTD. Website Privacy Policy, which forms part of these Terms and Conditions, is available at this website. SBA Flight Support Services LTD. may change its privacy policy from time to time which changes will be effective from the date they are posted on SBA Flight Support Services LTD. Website.

15) Data Collection & Protection Policy

The collection, use, retention, disclosure, transfer, security and access of Personal Data will be in accordance with SBA Flight Support Services LTD. Website Data Collection & Protection Policy and the applicable laws in the United Arab Emirates. SBA Flight Support Services LTD. Website Data Collection & Protection Policy forms part of these Terms and Conditions.

SBA Flight Support Services LTD. Website policies and practices with respect to the collection, use, retention, disclosure, transfer, security and access of Personal Data will be in accordance with the SBA Flight Support Services LTD. Website Privacy Policy, SBA Flight Support Services LTD. Website Terms & Conditions and applicable law(s).

Collection of Personal Data

It may be necessary for the Customer to provide SBA Flight Support Services LTD. with her / his personal information ("Personal Data") when Customers apply to SBA Flight Support Services LTD. Online Services and/or continue to subscribe with SBA Flight Support Services LTD. Online Services, a service and/or product. If Customer Personal Data is incomplete or incorrect, SBA Flight Support Services LTD. may not be able to provide or continue to provide its Services to Customer.

Customer agrees that her/his Personal Data provided to SBA Flight Support Services LTD. may be used and retained by SBA Flight Support Services LTD. and SBA Flight Support Services LTD. may disclose and transfer to SBA Flight Support Services LTD. agents, contractors, any third party service providers, any third party collection agencies, any credit reference agencies, any security agencies, any credit providers, banks, financial institutions, SBA Flight Support Services LTD. professional advisers, any other persons under a duty of confidentiality to SBA Flight Support Services LTD. and any of SBA Flight Support Services LTD. actual or proposed assignees or transferees of SBA Flight Support Services LTD. rights with respect to SBA Flight Support Services LTD. to use, disclosure, holding, processing, retaining or transferring such Personal Data for the purposes mentioned above.

Information needed to execute the transactions you request

When SBA Flight Support Services LTD. does require information from Customer, SBA Flight Support Services LTD. will request Customer to submit this to SBA Flight Support Services LTD. voluntarily. This information will help SBA Flight Support Services LTD. to get in touch with Customer and process her/his requests where applicable. The information can also be used for marketing or quality assurance purposes.

16) Intellectual Property, Copyrights and Trademarks

a. The content of SBA Flight Support Services LTD. Website is protected by copyright, trademark and other intellectual property rights as applicable.

b. Content (including, but not limited to, information, communications, software, images and sounds contained on or available through the SBA Flight Support Services LTD. Website) is provided by SBA Flight Support Services LTD., its content providers and third parties. The intellectual property rights to or over the contents contained in SBA Flight Support Services LTD. Website belong to SBA Flight Support Services LTD., its content providers and/or third parties. All rights are reserved. The contents of the Site cannot be copied, reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means including but not limited to electronic, mechanical photocopying, printing or recording without the prior written permission of SBA Flight Support Services LTD. Customer/User agrees the material and content referred to above is for own personal use only and may not be used for commercial purposes.

c. Customer, by submitting any materials to SBA Flight Support Services LTD. via the SBA Flight Support Services LTD. Website, via email or otherwise, irrevocably authorize SBA Flight Support Services LTD. to copy, modify, distribute or create a derivative work from that content in any form. Customer warrants that the materials are fit for publication and agrees to indemnify SBA Flight Support Services LTD. Website and SBA Flight Support Services LTD. for any claim or demand, suit or other action brought by any third party against SBA Flight Support Services LTD. in relation to such materials.