# Terms & conditions of use and legal information



### Scope

These Terms and Conditions of Use set out the regulations governing the use of the information and services that GP Aviation LTD (hereinafter referred to as "GP") makes available to users (hereinafter referred to as "Users") via this website and other websites and applications operated by GP (hereinafter referred to as the "Website"). They apply to any use and to all transactions executed by Users now or in the future via the Website.

### Acceptance of the terms and conditions of use

GP provides the User with the Website subject to the proviso that the User accepts these Terms and Conditions of Use, the Data Protection Declaration and the Cookie Policy subject to no reservations. Consent is deemed issued when the Website is accessed and used. In relation to the use of individual services, GP may ask Users to issue their consent again by clicking on a corresponding confirmation field and/or to consent to additional General Contractual Terms and Conditions

# Purpose of the website

The information on the Website was compiled exclusively for the purpose of providing information on GP , its subsidiaries and partners and the services offered, and giving Users the opportunity to order, buy or book the services and goods on offer (hereinafter referred to as "Transactions").

If Users enter into Transactions with third parties via the Website, a direct agreement is deemed to be established between the User and the third party. GP is not involved in the agreement with the third party either as a party or as an agent.

## **Authorized use**

The right of use is limited to Users accessing the Website itself, viewing it and executing Transactions. Users may not incorporate the Website into other websites without the prior written consent of GP .

# Intellectual property

Text, images, videos, software, products, services and other information contained in or presented on the Website may not be amended, copied, presented, licensed, published, uploaded, sent or made perceptible in any other way without the prior written consent of GP or the right owner in question. This excludes the User's right of use for his/her own personal use, adhering to all copyrights and other proprietary rights.

### **Bookings**

GP makes the website reservation system available exclusively for the purpose of allowing Users to check the availability of travel-related goods or services and to execute Transactions with GP and third-party providers.

In order to use individual services and execute Transactions, the User must also accept not only these

Terms and Conditions of Use but also the contractual terms and conditions that apply in each case, in particular the Conditions of Carriage, of GP or other third-party providers.

# Liability of the user

The User shall bear responsibility for all costs, fees, taxes and claims resulting from his/her use of the Website. The access data provided to the User for his/her account is intended for his/her personal use and must be treated as confidential. Users are obliged to change their passwords on a regular basis. All Transactions executed via the profile account shall be attributed to the owner of the profile account in question and are binding for the latter.

Users shall have unlimited liability for direct and indirect damage, as well as consequential damage, caused by gross negligence or unlawful intent.

# Liability of GP

Information, software, products and services published on the Website may contain inaccuracies, calculation or spelling errors.

GP explicitly excludes, to the extent that is permissible by law, any liability for direct or indirect damage, as well as consequential damage.

### Links

The Website may contain links or references to other websites that are not operated by GP. GPis not responsible for the content of these websites and is not liable for damage or injury resulting from the content of these websites.

### Amendments

GP reserves the right to amend these Terms and Conditions of Use, as well as all of the documents, information and offers made available on the Website, at any time. If amendments are made, they shall apply as of the publication date on the Website. The further use of the Website following such amendments shall be deemed to constitute consent to the amendment on the part of the User.

# Choice of law

Swiss law shall apply exclusively to these Terms and Conditions of Use and any disputes arising under or in connection with the relationship between GP and the Users, excluding the rules of conflict of laws and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).