

INTERNATIONAL REGISTRY OF MOBILE ASSETS
(AIRCRAFT EQUIPMENT)

TERMS AND CONDITIONS

GENERAL

These terms and conditions ("Terms and Conditions") apply to (i) any access to and use of the International Registry of Mobile Assets (Aircraft Equipment) established in accordance with the *Convention on International Interests in Mobile Equipment* (the "Convention") and the *Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment* (the "Protocol") (the "International Registry" or "Registry"); (ii) any access to and use of the Website; and (iii) any services provided by or on behalf of Aviareto Limited (a company incorporated under the laws of Ireland) in its capacity as registrar of the Registry (the "Registrar") (the "Services").

You agree that any access to and use of the Registry and the Website, or provision of the Services, shall be subject to acceptance of these Terms and Conditions. By using this Website and, if applicable, continuing your visit to the Registry, you confirm that you have read, understood and accepted these Terms and Conditions as a user of the Website, the Registry and/or the Services, including, if applicable, on behalf of the organisation or person named in your on-line application as the registry user entity (the "Registry User Entity").

By accepting these Terms and Conditions, you also represent and warrant that you are duly authorized by the Registry User Entity for which you are acting to enter into an agreement on these Terms and Conditions on the Registry User Entity's behalf. Your accepting these Terms and Conditions on the Registry User Entity's behalf shall give rise to a binding agreement between the Registrar and the Registry User Entity regarding access to and use of the Registry upon these Terms and Conditions.

In the case of a Guest User accessing and using the International Registry for searching purposes only, references in the Terms and Conditions to "Registry User" and "Registry User Entity" shall be references to such user and any person or organisation which he or she represents, respectively, except that Clauses 3.1 and 4.1 shall not apply to this user or to the person or organisation which he or she represents. In the case of a Government Entity and/or Government User accessing and using the International Registry for searching purposes only, Clause 4.1 shall not apply.

"CLOSING ROOM®", "AVIARETO" and any other trademarks used on the Website, Registry or as part of the Services are registered and unregistered trademarks of the Registrar in various jurisdictions, protected by applicable domestic and international law, and any unauthorised use by an Administrator, a Registry User and Registry User Entity of these or similar marks is prohibited.

1. INTERPRETATION

1.1 Terms defined in the Convention, the Protocol, and the Regulations and Procedures shall have the same meaning in these Terms and Conditions. In addition, the following terms shall have the meaning set out below:

"Agreement" means the agreement between the Registrar and the Registry User Entity on these Terms and Conditions;

"Privacy Policy" means the Registrar's privacy policy as displayed on the Website and updated from time to time;

“Regulations and Procedures” means the *Regulations and Procedures for the International Registry* (Doc 9864) available on the Website, and “Regulations” and “Procedures” shall be construed accordingly.

“User ID” means a user name issued to a Registry User (including an Administrator);

“Virus” means any code which is designed to copy itself or be copied to any digital storage media which destroys, alters or corrupts data, interferes with the correct operation of any system or causes damage to a user file, including computer programs commonly referred to as “worms” or “Trojan horses”; and

“Website” means the website which provides the public interface of the International Registry and associated content provided by the Registrar under the URL www.internationalregistry.aero and any web pages associated with the Registry.

1.2 In this Agreement:

1.2.1 references to “Clauses” are to the clauses of these Terms and Conditions;

1.2.2 references to “persons” shall include a reference to any legal or natural person, firm, a body corporate, an unincorporated association, a partnership or to an individual’s executors or administrators; and

1.2.3 references to any period of time shall be by reference to Greenwich Mean Time.

2. THE REGISTRY, THE CONVENTION, THE PROTOCOL AND THE REGULATIONS AND PROCEDURES

2.1 The Registrar operates the Registry pursuant to the Convention, the Protocol, the Regulations and Procedures, and these Terms and Conditions. The Registry User Entity, its Administrator and its Registry Users shall at all times comply with these Terms and Conditions, the Convention and Protocol, as well as with the Regulations and Procedures, which are hereby incorporated into these Terms and Conditions as an integral part thereof, and which can be accessed on the Website.

2.2 The Registry User Entity agrees that (i) the Registrar is not responsible for the consequence of any non-compliance by the Registry User Entity with the Regulations and Procedures and these Terms and Conditions, and (ii) that the Registrar shall have no obligation other than to operate, maintain and support the Registry in accordance with the Convention, the Protocol, the Regulations and Procedures and these Terms and Conditions.

3. SIGN-UP AND APPROVAL

3.1 The Registry User Entity agrees that each Registry User Entity and Administrator sign-up and approval shall be in accordance with Section 10 of the Procedures and Section 4 of the Regulations and each Registry User sign-up and approval shall be in accordance with Section 4 of the Regulations and Section 11 of the Procedures. The Registry User Entity represents that the information supplied by it or on its behalf pursuant to such Procedures and/or the Regulations is complete and accurate in all respects, and shall promptly notify the Registrar of any changes in such information in the event that any such information changes.

3.2 Each Guest User’s sign-up and approval shall be in accordance with Section 4.2.1 of the Regulations. The Guest User represents and warrants that the information supplied pursuant to such requirements is complete and accurate in all respects at the time of supply. Where a Guest User relies on a Digital Certificate of a Registry User Entity to whom/which a Digital

Certificate has been issued in accordance with Clause 4 below, the Guest User must accept and comply with the PKI Policy Documentation available on the Website. In the event of any conflict or ambiguity between the PKI Policy Documentation and these Terms and Conditions, these Terms and Conditions shall be given priority.

4. USER NAMES AND DIGITAL CERTIFICATES

- 4.1 The issue of Digital Certificates to the Registry User Entity, its Administrator and its Registry Users shall be in accordance with the Procedures and the PKI Policy Documentation (the Certificate Policy, the Subscriber Agreement, the Relying Party Agreement, the PKI Disclosure Statement and the Certificate Practice Statement) available on the Website. The Registry User Entity shall not be able to make, amend, discharge or consent to any registration, transfer the right to consent to a discharge, or make any other use of the Registry (except for the purpose of searching the Registry) until such time as the Registry User Entity's Administrator has been issued with a Digital Certificate, and the Registry User Entity's Users continuing ability to make or amend any registration shall be conditional upon the Registry User Entity's Administrator having a valid Digital Certificate. The issue of any Digital Certificate to the Registry User Entity's Administrator and the Entity's Registry Users shall be conditional on the Registry User Entity's Administrator (and each such Registry User) having accepted and complied, and continuing to comply, with the relevant provisions of the PKI Policy Documentation.
- 4.2 The Registry User Entity shall take all reasonable steps to ensure that the Registry User Entity's Authentication Factors and Private Keys are kept confidential at all times.
- 4.3 The Registry User Entity hereby acknowledges that the Registrar is not responsible for (i) access to and use made of the Registry and the Website using the Registry User Entity's User IDs, Authentication Factors and/or Digital Certificates; and (ii) the consequences of any loss or theft of the Administrator's or Registry User's Digital Certificates or any unauthorized access, use, disclosure or compromise of the associated Private Key. The Registrar may rely on all communications transmitted using the Administrator's or Registry User Entity's User IDs, Authentication Factors, Private Key and/or Digital Certificates as being duly authorised acts of the Registry User Entity, and all such communications shall be deemed to be such duly authorised acts for the purposes of these Terms and Conditions.

5. USE OF THE REGISTRY – GENERAL

- 5.1 The Registry User Entity shall be responsible for establishing its own arrangements for access to the internet, and for contracting with and paying the fees of any third party internet service provider involved in the transmission of information between the Registry and the Registry User Entity's systems. In order to access the Registry, the Registry User Entity must have compatible browser software. The Registry User Entity hereby acknowledges that access to the Registry depends on the public internet and the Registry User Entity's own systems and browser software, for which the Registrar accepts no responsibility.
- 5.2 The "help" and tutorial pages of the Website do not form part of the International Registry system, and are provided on an "as is" basis. The Registrar gives no representation, warranty or other assurance, express or implied, in relation to the availability, accuracy or content of such pages.
- 5.3 The Website may contain links to other websites ("Linked Sites"). Unless specifically noted, such Linked Sites, and/or the content, goods or services sold or made available by or through such

Linked Sites are not under the control of the Registrar and the Registrar does not assume any responsibility in relation thereto. The Linked Sites are provided only as a convenience, and the inclusion of any link does not imply that the Registrar guarantees, recommends, approves, warrants or endorses the Linked Site, or any content, goods or services sold or made available on or through the Linked Site, or any association with the operations of the Linked Site. Access to and use of any Linked Site is entirely at the risk of the Registry User Entity. Nothing in this Agreement grants any rights or authorisation with respect to any Linked Sites.

- 5.4 Without prejudice to Article 28 of the Convention or Section 14 of the Regulations, the Registrar does not represent or warrant that the operation of the Registry will be uninterrupted or error free, or that the content of the Website will be free from Viruses. In the event that the Registrar notifies the Registry User Entity of any known interruption or irregularities in the operation of the Registry, the Registry User Entity shall take such computer security related steps which may be reasonably required by the Registrar under the circumstances to prevent or mitigate potential losses arising from such interruption or irregularities.
- 5.5 The Registry User Entity shall not, and shall procure that its Administrator and Registry Users shall not, intentionally:
- 5.5.1 attempt to access any information on the Website of the Registry that is denied to it by the normal operation thereof;
 - 5.5.2 use the Website in any manner intended to cause damage or disable the Website, or the Registry, or interfere with any other person's use of the Website or the Registry; and/or
 - 5.5.3 use any robot, spider or other automatic device or software program to monitor, copy or interfere with any web pages on the Website giving rise to the actions in the foregoing Clauses 5.5.1 or 5.5.2.
- 5.6 The Registry User Entity shall use all reasonable endeavours to ensure that its electronic communications to the Registry and the Website shall be free from Viruses, including use and regular updating of commercially available Virus detection software.
- 5.7 The Registrar may at any time suspend or terminate the access of the Registry User Entity, its Administrator or of one or more of its Registry Users, to the Registry and/or the Website; (i) in order to carry out maintenance; or (ii) in the event that the Registry User Entity, its Administrator or such Registry User(s) fails to comply with any of these Terms and Conditions or any provision of the Regulations and/or Procedures; or (iii) does or allows to be done anything which may have the effect of impairing or jeopardising the operation of the Registry or the Website.
6. REGISTRATIONS
- 6.1 The Registry User Entity hereby acknowledges that the Registrar shall not be liable to the Registry User Entity or any other person for any factual inaccuracy of registration information received by the Registrar or transmitted by the Registrar in the form in which it received that information, whether from the Registry User Entity or any other person.
- 6.2 In the case of a claim against the Registrar arising in consequence of a registration without legal effect under the Convention or Protocol, the Registrar shall have no liability to any person

asserting reliance on any false, inaccurate, or incomplete information contained in a search of the Registry.

- 6.3 Without prejudice to Section 4 of the Regulations, the Registry User Entity hereby acknowledges that the nature of the Registry is such that the Registrar is unable to give any guarantee that a person to whom a Digital Certificate has been issued is who that person purports to be, or that such person is duly authorized to act on behalf of any organization on whose behalf they purport to act.

7. FEES AND PAYMENT

The Registry User Entity shall pay the applicable fees for the access to and use of the Registry in accordance with the Procedures.

8. REGISTRY CONTENT AND PROPRIETARY RIGHTS

- 8.1 The Registry User Entity acknowledges that the Supervisory Authority shall own all proprietary rights in the databases and archives of the Registry in accordance with Article 17, paragraph 4, of the Convention, and the Registry User Entity shall not assert any right inconsistent with such ownership. Unless specifically granted, nothing herein shall be construed as conferring on the Registry User Entity or any third party, any right, under any copyright or other intellectual property laws or under contract, in the content or functionality of the Registry or the Website (including any Digital Certificate).

- 8.2 The Registry User Entity is only permitted to use information obtained from the Registry or other content made available on the Website for the Registry User Entity's own internal business or related purposes or, where the Registry User Entity is a Professional User Entity, the internal business or related purposes of the Professional User Entity's clients. The Registry User Entity may not otherwise, directly or indirectly, resell, publish, repackage or otherwise disseminate the contents of the Registry database or the Website, or any portion thereof, in any medium in any manner whatsoever. The Registry User Entity shall not use any such content in any manner that may or does infringe any proprietary or intellectual property rights of the Supervisory Authority, the Registrar or any third party.

- 8.3 Without prejudice to any other provision in these Terms and Conditions, an Administrator, a Registry User or Registry User Entity shall only be permitted to consult information provided by a manufacturer including, without limitation, make, model, manufacturer serial number of an aircraft object ("Manufacturer Equipment Information") on the International Registry only for the purposes of verifying a registration or search on the International Registry, and all intellectual property and other rights in and to such Manufacturer Equipment Information are reserved to and held by such manufacturer. The Manufacturer Equipment Information is provided subject at all times to the Manufacturer Disclaimer which is available on the Website.

9. DATA PRIVACY

- 9.1 The Administrator, Registry User and/or Registry User Entity shall not use or disclose any personal data obtained from the Registry or the Website in any manner other than for purposes incidental to the proper use of the Registry and its contents, or in any manner inconsistent with the Privacy Policy.

- 9.2 Without limiting Clause 9.1 the Administrator, the Registry User and/or the Registry User Entity shall not rent, sell or share any personal data obtained from the Registry or the Website to or

with any third party, or use any such personal data for marketing, advertising or any commercial purpose not incidental to the proper use of the Registry as permitted by these Terms and Conditions.

- 9.3 For more information on how the Registrar processes personal data in the contents of the Registry, please see the Privacy Policy.

10. LIABILITY OF THE REGISTRAR

- 10.1 Notwithstanding anything to the contrary herein, nothing in this Agreement shall exclude or limit any liability of the Registrar to the extent such liability cannot be excluded or limited under the Convention.

- 10.2 The liability of the Registrar is regulated by Article 28 of the Convention, Section 14 of the Regulations and Section 15 of the Procedures. The Registry User Entity, the Administrator and the Registry Users acknowledge and agree to these provisions.

- 10.3 The Registry User Entity, its Administrator and its Registry Users shall make no claim in relation to this Agreement or the operation of the Registry against the Registrar's officers, employees, representatives and contractors and, save in respect of matters liability for which cannot be excluded or limited under applicable law, the Registrar's officers, employees, representatives and contractors shall have no liability to the Registry User Entity, its Administrator or any of its Registry Users, or any person claiming through any of them, in relation to this Agreement or the operation of the Registry.

- 10.4 Without prejudice to the generality of Clauses 10.1-10.3, in the case of a claim against the Registrar arising in consequence of a registration without legal effect under the Convention or Protocol, then:

10.4.1 all terms, conditions, representations and warranties that would otherwise be implied into this Agreement are hereby excluded to the fullest extent permitted by law. The provisions of this Clause 10.4 are additional to any other provision of this Agreement excluding or limiting the liability of the Registrar;

10.4.2 the Registrar shall have no liability to the Registry User Entity or any other person under or in connection with the Agreement for any aggravated or exemplary damages or for any other form of liability other than compensatory damages;

10.4.3 the Registrar shall have no liability to any Registry User Entity or any other person under or in connection with this Agreement for any damages for loss resulting from a malfunction of the international registration system, including the Website, Registry and Services, unless: (a) such loss directly results from such a malfunction; and (b) such malfunction was not caused by an event of any inevitable and irresistible nature, which could not have been prevented by using the best practices in current use in the field of electronic registry design and operation, including those relating to back-up and system security and networking;

10.4.4 save in respect of matters for which the Registrar cannot exclude or limit its liability under the Convention, and save in respect of other matters liability for which cannot be excluded or limited under the applicable law, the Registrar, its officers, employees, representatives and contractors shall have no liability to the Registry User Entity, its Administrator or any of its Registry Users, or any person claiming through either of them

for any loss of profit or revenue, loss of anticipated savings, loss of goodwill or indirect or consequential loss of any kind; and

10.4.5 in respect of claims which are not governed by Article 28 of the Convention, and save in respect of other matters liability for which cannot be excluded or limited under the applicable law, the total liability of the Registrar, its officers, employees, representatives and contractors to the Registry User Entity, its Administrator and its Registry Users, and any person claiming through either of them under or in connection with this Agreement shall in no circumstances exceed whichever is the greater of (i) one hundred thousand United States Dollars (US\$100,000), and (ii) one hundred and twenty-five percent (125%) of the total fees paid by the Registry User Entity to the Registrar in the twelve (12) month period preceding the date of claim, or if there is more than one claim, the date of the latest claim.

11. NOTICES

Save as expressly provided herein, notices and other communications between the Registrar and the Registry User Entity, through its representatives, shall be in accordance with the Regulations and Procedures.

12. MISCELLANEOUS

12.1 These Terms and Conditions may from time to time be amended, in which event any such amendment shall be published by the Registrar on the Website. Any such amendment shall become effective as from the seventh calendar day after the day on which such amendment was published on the Website (or as from such later date as may be specified therein). The Registry User Entity agrees that it shall be bound by any such amendment as from its date of effectiveness, unless it has notified the Registrar in writing before such date that it does not accept the amendment. In this case, the Registry User Entity shall be deemed to have withdrawn its acceptance of the entire Agreement, and shall be denied further access to the Registry. Save as aforesaid, no modification, variation or amendment of this Agreement shall become effective unless such modification, variation or amendment is in writing and has been signed by or on behalf of both parties hereto.

12.2 If any provision of these Terms and Conditions or any document incorporated herein by reference, or any part thereof, is agreed between the parties to this Agreement or held by any court of competent jurisdiction to be void or unenforceable, such provision or part thereof shall be deemed to be deleted from this Agreement, and the rest of this Agreement shall remain in full force and effect provided that, to the extent possible consistent with applicable law, this Agreement shall be deemed amended to the extent necessary to give effect to the parties' commercial intentions as evidenced by these Terms and Conditions.

12.3 Neither party to this Agreement may assign or transfer either the benefit or the burden of this Agreement to any third party without the prior written consent of the other, save that the Registrar may assign the benefit of this Agreement, or any part thereof, to any third party, and may transfer the burden of this Agreement to any third party which replaces the Registrar in its capacity as Registrar of the International Registry.

12.4 Clauses 10.3, 10.4.4 and 10.4.5 hereof and the relevant parts of the PKI Policy Documentation are entered into for the benefit of the Registrar's directors, officers, employees, representatives and contractors, in addition to the Registrar.

- 12.5 No failure or delay or other indulgence on the part of any party in exercising any right or remedy under these Terms and Conditions shall be construed or shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy, as the case may be. The rights and remedies of the parties provided in these Terms and Conditions are cumulative and are not exclusive of any rights or remedies by law.
- 12.6 These Terms and Conditions, together with the PKI Policy Documentation, and the Convention, Protocol, Regulations and Procedures incorporated by reference into these Terms and Conditions as referred to in Clause 2.1 above, represent the entire understanding, and constitute the whole Agreement, in relation to their subject matter, and supersede any previous agreement between the parties with respect thereto.
- 12.7 These Terms and Conditions and the PKI Policy Documentation and any obligations arising out of or in connection therewith shall be governed by and construed in accordance with the Convention, the Protocol, the Regulations and Procedures. Where such documents are silent as to governing law, including on matters of interpretation, the applicable law shall be the laws of Ireland.
- 12.8 In the event that the Registry User Entity wishes to assert a claim against the Registrar or any of the parties mentioned in the preceding Clause 12.4, the Registry User Entity shall promptly notify the Registrar in writing, providing particulars thereof. In accordance with Section 15.3 of the Procedures, any claim shall be subject to a consultation period of 3 months from the date of receipt of the notification of claim or the statement of facts (if later), by the Registrar.
- 12.9 The Registry User Entity and the Registrar agree that, save in respect of insolvency proceedings, the Courts of Ireland shall have exclusive jurisdiction to hear any claim by the Registry User Entity against the Registrar arising out of or in connection with these Terms and Conditions.

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