



## **TERMS & CONDITIONS FOR BETA WEB BASED AND NATIVE APPLICATIONS AND SOFTWARE**

THIS PAGE (TOGETHER WITH THE DOCUMENTS REFERRED TO ON IT) CONTAINS THE TERMS AND CONDITIONS OF USE OF "FLYHTZ BETA APPLICATIONS AND SOFTWARE" TO BE ACCEPTED BEFORE USE OR INSTALLATION OF ANY "FLYHTZ BETA APPLICATIONS AND SOFTWARE". PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING OR USING ANY APPLICATIONS OR SOFTWARE FROM THIS WEBSITE. YOU SHOULD UNDERSTAND THAT BY USING OR INSTALLING ANY SOFTWARE FROM THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND FLYHTZ PTY. LTD. ("FLYHTZ"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, ABANDON THE REGISTRATION PROCESS AND DO NOT INSTALL OR USE "FLYHTZ BETA APPLICATIONS AND SOFTWARE".

### **1. BETA USER CONDITIONS**

1.1 Your use of the Flyhtz Beta Applications and Software is governed by these terms and conditions ("Beta User Conditions") which you should read carefully before using or installing Flyhtz Beta Applications and Software. These Beta User Conditions represent a binding contract between Flyhtz and you. If you do not agree with these Beta User Conditions, please do not install or use Flyhtz Beta Applications and Software.

1.2 Flyhtz may update or amend these Beta User Conditions at any time. Flyhtz will communicate such changes to you via our website: [www.flyhtz.com/legal/privacypolicy.pdf](http://www.flyhtz.com/legal/privacypolicy.pdf).

1.3 These Beta User Conditions apply to you regardless of how you have accessed the Flyhtz Beta Applications and Software, and regardless of the territory in which you live or conduct business.

### **2. FLYHTZ BETA APPLICATIONS AND SOFTWARE; LIMITED WARRANTY AND LIABILITY**

2.1 Although utilisable by experienced users, Flyhtz Beta Applications and Software are still being developed, tested and evaluated. Flyhtz Beta Applications and Software has been released for sale to, distribution to and any use by approved Operators and the general public (Users). This release is conditional upon acceptance of the Beta status of the Flyhtz Beta Applications and Software as stated or implied under these Beta User Conditions.

2.2 FLYHTZ BETA APPLICATIONS AND SOFTWARE ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USE OF FLYHTZ BETA APPLICATIONS AND SOFTWARE IS ENTIRELY AT YOUR OWN RISK AND MAY VOID WARRANTY ON YOUR PRODUCT. SHOULD FLYHTZ BETA APPLICATIONS AND SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY MAINTENANCE, SERVICING OR REPAIR. IT IS THEREFORE YOUR RESPONSIBILITY TO TAKE ADEQUATE PRECAUTION AGAINST POSSIBLE DAMAGES RESULTING FROM THE USE OF FLYHTZ BETA APPLICATIONS AND SOFTWARE. FLYHTZ BETA APPLICATIONS AND SOFTWARE SHOULD UNDER NO CIRCUMSTANCES BE USED ON SENSITIVE AND/OR VALUABLE DATA. IF YOU ARE IN ANY DOUBT, PLEASE DO NOT INSTALL AND/OR USE FLYHTZ BETA APPLICATIONS AND SOFTWARE.

2.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLYHTZ WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE FLYHTZ BETA APPLICATIONS AND SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF FLYHTZ BETA APPLICATIONS AND SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS). IN NO EVENT SHALL FLYHTZ' LIABILITY EXCEED THE PRICE YOU PAID FOR FLYHTZ BETA APPLICATIONS AND SOFTWARE, IF APPLICABLE.

2.4 WE EXPRESSLY REPRESENT THAT FLYHTZ BETA APPLICATIONS AND SOFTWARE ARE NOT A FINAL PRODUCT AND, AS SUCH, MAY CONTAIN VARIOUS ERRORS, DEFECTS AND IT MAY BE UNSTABLE. WE DO NOT RECOMMEND USING AND/OR INSTALLING FLYHTZ BETA APPLICATIONS AND SOFTWARE DURING FULL OR EVERYDAY OPERATION AS A PRIMARY OR SOLE MEANS OF BOOKING MANAGEMENT OR RECORD KEEPING. FURTHERMORE, WE DO NOT RECOMMEND TO USE OR INSTALL FLYHTZ BETA APPLICATIONS AND SOFTWARE UNLESS YOU ARE AN EXPERIENCED USER.

### **3. NO TECHNICAL SUPPORT**

Flyhtz will not provide any technical support, maintenance or any other services for any Flyhtz Beta Applications and Software.

### **4. NO UPDATES**

Flyhtz will not provide any updates to Flyhtz Beta Applications and Software ("Updates"). However, should Flyhtz in its sole discretion provide you with any Updates, such Updates will be deemed to form part of Flyhtz Beta Applications and Software for all purposes under these Beta User Conditions, unless other terms of use are provided by Flyhtz in connection with such Updates.

### **5. COPYRIGHT LICENCE**

Specific terms and conditions of a copyright licence granted to you by Flyhtz and entitling you to use Flyhtz Beta Applications and Software for the purposes of evaluation and testing are included in the End User Software License Agreement concluded between Flyhtz and you (EULA (End User License Agreement)). In order to use the Flyhtz Beta Applications and Software you are required to accept these Beta User Conditions, the EULA (End User License Agreement), Flyhtz Terms and Conditions and Flyhtz Privacy Policy.

### **6. FEEDBACK**

You will give Flyhtz feedback about Flyhtz Beta Applications and Software consisting of, without limitation, your suggestions, comments or any other feedback, whether it is required or provided on a voluntary basis ("Feedback"). If you provide Flyhtz with any Feedback, as part of the testing and evaluation of Flyhtz Beta Applications and Software, you agree that: (a) Flyhtz may freely use, disclose, reproduce, license, distribute and otherwise commercialise the Feedback in any Flyhtz product, specification or other documentation; and (b) you will not give Flyhtz any Feedback (i) that you have reason to believe is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (ii) that is subject to licence terms that seek to require any Flyhtz product incorporating or derived from any Feedback, or other Flyhtz intellectual property, to be licensed to or otherwise shared with any third party.

## **7. PRIVACY POLICY**

Flyhtz recognises the importance of maintaining the privacy of personal data which it collects and processes. By accepting these Beta User Conditions you expressly agree to be bound by the Flyhtz Privacy Policy.

## **8. CONFIDENTIALITY**

8.1 Flyhtz Beta Applications and Software, any information relating to beta testing progress and results, the Feedback, any product-related information and any other proprietary technology or know-how provided to you in whatever form by Flyhtz through or in connection with testing and evaluation of Flyhtz Beta Applications and Software is confidential (“Confidential Information”).

8.2 You will keep, and ensure that any and all persons, firms, companies or organisations associated with you keep, all Confidential Information confidential and not disclose it to any person, unless permitted under this clause. This confidentiality obligation does not apply to the disclosure of Confidential Information which: (a) is or comes into public domain, except through breach of the confidentiality obligation under this clause; (b) comes lawfully into your possession from a third party who is not bound by a confidentiality obligation relating to such Confidential Information; (c) is required to be disclosed by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, or any law, provided that you will promptly notify Flyhtz in writing, or (d) is disclosed by you with Flyhtz' prior written consent.

8.3 UNDER NO CIRCUMSTANCES MAY ANY INFORMATION ABOUT THE TESTING PROGRESS AND/OR RESULTS BE PROVIDED TO PERSONS THAT ARE NOT INVOLVED IN THE BETA TESTING PROCESS. ANY PUBLICATION OF BETA VERSIONS TESTING RESULTS, REVIEWS OR EVALUATIONS IS ONLY PERMITTED WITH THE PRIOR WRITTEN CONSENT OF FLYHTZ.

## **9. LANGUAGE**

The governing language of these Beta User Conditions is English. Although Flyhtz may provide one or more translations for your convenience, the English version shall prevail in the event of any conflict or discrepancy between the English and any other language version of these Beta User Conditions.

## **10. GOVERNING LAW**

These Beta User Conditions will be governed by the laws of the State of New South Wales.

## **11. DISPUTE RESOLUTION**

All disputes arising out of or in connection with these Beta User Conditions shall be finally decided by state or federal courts sitting in the State of New South Wales.

## **12. ENTIRE AGREEMENT**

These Beta User Conditions (together with the documents to which they refer) contain the whole agreement between you and Flyhtz relating to the use of The Flyhtz Beta Applications and Software and supersede all previous agreements between you and Flyhtz relating to it. You acknowledge that in agreeing to these Beta User Conditions you have not relied on any representation, warranty or other assurance.