



Site Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WEBSITE

These terms of use (these **Terms of Use** or these **Terms**) establish the rules for accessing and using the online platform for the Global Aircraft Trading System (**GATS**) currently hosted on the website, <http://e-gats.aero/> (the **Website**, and together with the GATS online platform, and all of the systems and architecture relating to it, the **GATS Platform**). The GATS Platform includes the computerised ledger and system (the **GATS e-Ledger**) in which transactions (**Designated Transactions**), executed electronically and digitally through the GATS Platform, are entered and recorded.

These Terms of Use were most recently updated on, and this version is effective as at, 21 May 2020.

These Terms of Use apply to:

- Any person who is an individual accessing or using the GATS Platform for use in connection with that person's trade, business, craft or profession on behalf of a business which has its own legal identity separate from the legal identity of any individual or group or individuals (a **Business Individual**).
- Any person who is formed, incorporated or organised as a legal entity having its own legal identity separate from the legal identity of any individual or group or individuals (an **Entity**), accessing or using the GATS Platform by or through a Business Individual authorised on that Entity's behalf.
- ONLY for the purposes of the paragraph below headed '[PERSONS NOT PERMITTED TO ACCESS OR USE THE GATS PLATFORM](#)' and any other provisions incidental to it, any other individual.

PERSONS NOT PERMITTED TO ACCESS OR USE THE GATS PLATFORM

You ARE NOT permitted to access or use the GATS Platform if you are either:

- You are an individual accessing or using the GATS Platform wholly or mainly for your personal use, and not for use in connection with your trade, business, craft or profession (a **Consumer**).
- You are not a Consumer but you are an individual accessing or using the GATS Platform on behalf of a business which does not have its own legal identity separate from your legal identity or the legal identity of any other individual or group or individuals.

YOUR ATTENTION IS DRAWN TO THE DISCLAIMER AND THE EXCLUSION AND LIMITATION OF LIABILITY IN PARAGRAPH 6 below, HEADED '[Our responsibility for loss or damage suffered by you](#)'.

WHAT'S IN THESE TERMS?

Click on the links below to go straight to more information on each area:

- [About the GATS Platform, who we are and how to contact us.](#)
- [By using the GATS Platform you accept these Terms.](#)
- [There are other terms that may apply to you.](#)
- [Do not rely on information on the GATS Platform.](#)
- [Our responsibility for loss or damage suffered by you.](#)
- [We may make changes to these Terms.](#)
- [We may make changes to the GATS Platform.](#)
- [We may suspend or withdraw the GATS Platform.](#)
- [We may transfer this agreement to someone else.](#)
- [Intellectual property rights and how you may use material on the GATS Platform.](#)
- [User Accounts.](#)

- [Entity Profiles.](#)
- [Use of your account and Security Credentials.](#)
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- [Digital signing of documents and other digitally authenticated actions.](#)
- [Performing Searches of the GATS e-Ledger](#)
- [Fees and payments.](#)
- [We are not responsible for websites we link to.](#)
- [How we may use your personal information.](#)
- [Providing or uploading information and content to the GATS Platform.](#)
- [Which country's laws apply to any disputes?](#)
- [All communications, documents and content are in English only.](#)
- [Our trademarks are registered.](#)

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1. **ABOUT THE GATS PLATFORM, WHO WE ARE AND HOW TO CONTACT US**

- 1.1 The GATS Platform and the GATS helpdesk is operated by Fexco Unlimited Company (**Fexco**) on behalf of the Aviation Working Group (**AWG, we, or us**).
- 1.2 AWG is a company limited by guarantee incorporated under the laws of Bermuda and has its registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda.
- 1.3 Fexco is an unlimited company incorporated under the laws of Ireland with company number 83934 and has its registered office at Fexco Centre, Iveragh Road, Killorglin, Co. Kerry, Ireland.
- 1.4 Persons to whom these Terms apply may be referred to in these Terms as **you** and **your**, as applicable.
- 1.5 The functionality of the GATS Platform is only available to you if you are an Entity or a Business Individual acting for and on behalf of an Entity and it has not been designed for use by Consumers nor are Consumers permitted to use it.
- 1.6 To contact us or the GATS helpdesk, please email helpdesk@e-gats.aero or call the helpdesk number listed on the GATS Platform.

2. **BY USING THE GATS PLATFORM YOU ACCEPT THESE TERMS**

- 2.1 By using the GATS Platform, you confirm that you accept these Terms of Use and that you agree to comply with them.
- 2.2 If you do not agree to these Terms, you must not use the GATS Platform.
- 2.3 We recommend that you print a copy of these Terms for future reference.

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3. **DEFINED TERMS**

The following terms are capitalised to signify that they have special meanings given to them when used in these Terms. Click on a term to take you to the paragraph describing its meaning.

- [Advance Requirement.](#)
- [Agreement to Participate.](#)
- [AWG.](#)
- [Basic User.](#)
- [Business Individual.](#)
- [Consumer.](#)
- [Content and Materials.](#)
- [Designated Transaction.](#)
- [Digital Certificate User.](#)
- [Digital Signature.](#)
- [Entity.](#)
- [Entity Profile.](#)
- [Fexco.](#)
- [GATS.](#)
- [GATS Digital Certificate.](#)
- [GATS Instrument.](#)
- [GATS e-Ledger.](#)
- [GATS Entity.](#)
- [GATS Fee.](#)
- [GATS Form.](#)
- [GATS Guidance Materials.](#)
- [GATS Platform.](#)

- [Non-GATS Entity](#).
- [Security Credentials](#).
- [Terms](#) or [Terms of Use](#).
- [User Account](#).
- [User Data](#).
- [Verification App](#).
- [Website](#).

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4. **THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

4.1 These terms of use refer to and incorporate the following additional terms, which also apply to your use of the GATS Platform:

- (a) **[AWG Privacy Policy](#)**. If you are a **Business Individual**, this policy will apply to you. See further Paragraph 20 headed '[How we may use your personal information](#)'.
- (b) **[Fexco Privacy Policy](#)**. If you are a **Business Individual**, this policy will apply to you. See further Paragraph 20 headed '[How we may use your personal information](#)'.
- (c) **[Acceptable Use Policy](#)**. This policy describes the permitted uses and prohibited uses of the GATS Platform. When using the GATS Platform, you must comply with the [Acceptable Use Policy](#).
- (d) **[AWG Cookie Policy](#)**. This policy contains information about the cookies on the GATS Platform.
- (e) **[GATS Digital Certificate Policy](#)**. This policy describes the terms upon which a GATS Digital Certificate is issued to Digital Certificate User (see further Paragraph 12 headed '[User Accounts](#)') to sign instruments and authenticate other actions electronically or digitally using the GATS Platform.
- (f) **[Secondary Verification Policy](#)**. If you are a **Business Individual** and are applying to become or remain a 'Digital Certificate User' on the GATS Platform and you wish to follow an alternative application or renewal process or you have encountered an issue with your application or renewal process, your application will be processed in accordance with this policy, which describes the procedure and steps that need to be followed to complete your application.
- (g) **[Equipment Manufacturer Disclaimer](#)**. If you are performing a search of the GATS e-Ledger or if you are applying to create a User Account or an Entity Profile, you will be asked to agree to this disclaimer relating to the model, type, serial number and other aircraft equipment information supplied by the aircraft equipment manufacturers.
- (h) **[GATS Schedule of Fees](#)**. This schedule contains information about the fees payable for using some of the functionality of the GATS Platform, or before such functionality is made available to you,

including fees payable to search the GATS e-Ledger and to execute and deliver documentation electronically and digitally using the GATS Platform.

- (i) **[Trustee Schedule of Fees](#)**. If you are a **GATS Entity** and apply to participate in GATS as a 'GATS Trustee', you agree to charge fees for your services in acting as a 'GATS Trustee' of a trust recorded on the GATS e-Ledger in accordance with this schedule. THE TRUSTEE SCHEDULE OF FEES DOES NOT APPLY TO ANY OF YOUR TRUST SERVICES WHERE YOU ARE ACTING AS A TRUSTEE OF (a) A TRUST THAT IS NOT RECORDED ON THE GATS E-LEDGER OR (b) A TRUST THAT IS RECORDED ON THE GATS E-LEDGER HAVING CEASED TO BE A 'GATS TRUST'. You will have been supplied with an offline copy of the Trustee Schedule of Fees as part of your application to become a GATS Trustee.

4.2 **[GATS e-Terms](#)**. If you are **Entity**, and apply to participate in GATS as a 'GATS Trustee', a 'GATS Participant' or a 'GATS Professional Entity' (any such participating Entity, a **GATS Entity**), as one of the conditions to your Entity Profile being created, you will need to agree to be bound by the [GATS e-Terms](#). The [GATS e-Terms](#) describe, among other things, the terms upon which you can enter into Designated Transactions electronically and digitally using the GATS Platform, and the recording of those Designated Transactions on the GATS e-Ledger. Upon becoming a GATS Entity:

- (a) A separate contract will be formed (an **Agreement to Participate**) between you and AWG incorporating the [GATS e-Terms](#).
- (b) These terms of use will be incorporated into the [GATS e-Terms](#) and will apply to your access and use of the GATS Platform to the extent such access or use is not already governed by your Agreement to Participate.

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5. **DO NOT RELY ON INFORMATION ON THE GATS PLATFORM**

5.1 The content on the GATS Platform is provided for general information only and you may not rely on any of it, except:

- (a) In respect of the conformity of the standard form text in any GATS Instrument downloaded from the GATS Platform with its corresponding GATS Form.
 - (b) Any information stated in a search certificate issued by the GATS Platform.
 - (c) The status of any Advance Requirements (including such status as described in an Advance Requirement certificate issued by the GATS Platform).
- 5.2 Nothing on the GATS Platform is intended to amount to advice on which you should rely.
- 5.3 You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the GATS Platform.

- 5.4 Although we make reasonable efforts to update the information on the GATS Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on the GATS Platform is accurate, complete or up to date.
- 5.5 You are responsible for making sure that any information or other data that you input into any data fields is correct and accurate, including your details or the details of any Entity when creating or amending a User Account or an Entity Profile, inputting aircraft equipment information and other data for the purposes of effecting a Designated Transaction through the GATS Platform or any data that will appear in a GATS Instrument (collectively, **User Data**).

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6. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

6.1 This Paragraph 6 sets out the liability provisions that govern your access to and use of the GATS Platform.

6.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes, if it is unlawful for us to exclude, liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

6.3 If you are a GATS Entity, different limitations and exclusions of liability will apply to you arising as a result of your use the GATS Platform. These are set out in the [GATS e-Terms](#).

6.4 AWG and Fexco exclude all implied conditions, warranties, representations or other terms that may apply to the GATS Platform or any content on it, including the term implied by s.13 of the UK Supply of Goods and Services Act 1982.

6.5 Neither AWG, Fexco, no person named as a 'Protected Party' in the [Equipment Manufacturer Disclaimer](#), nor any of their respective subcontractors, affiliates, shareholders, directors, officers or employees will be liable for any loss or damage to you or any other person, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, the GATS Platform;
- (b) any interruption or unavailability of the GATS Platform;
- (c) use of or reliance on any content displayed on the GATS Platform;
- (d) the accuracy or completeness of any User Data; or
- (e) GATS.

6.6 In particular, we will not be liable for:

- (a) loss of profits, sales, business or revenue;
- (b) loss of agreements or contracts;

- (c) loss of business, opportunity, goodwill or reputation;
- (d) loss of anticipated savings;
- (e) business interruption;
- (f) loss of use or corruption of software, data or information;
- (g) any indirect or consequential loss or damage whether or not foreseeable, even where the likelihood of such loss or damage has been advised;
- (h) in the case of AWG, the clearing, refusal to clear or delay in clearing any GATS Entity;
- (i) any other action taken or not taken by AWG or Fexco pursuant to or in connection with these Terms of Use, the [AWG Privacy Policy](#), the [Fexco Privacy Policy](#), the [Acceptable Use Policy](#), the [AWG Cookie Policy](#), the [GATS Digital Certificate Policy](#), the [Secondary Verification Policy](#), the [Equipment Manufacturer Disclaimer](#), the [GATS e-Terms](#), the [GATS Schedule of Fees](#) or the Trustee Schedule of Fees, including taking or refraining to take any action relating to: (a) fees pursuant to Paragraph 18 below headed '[Fees and payments](#)', or (b) termination or suspension of access to or use of the GATS Platform, a User Account or an Entity Profile pursuant to Paragraph 15 below headed '[Suspension and termination of your account](#)', or (c) any court order.

6.7 Without limiting the above provisions of this Paragraph 6, under no circumstances shall AWG or Fexco have liability to any party beyond the total GATS Fees paid by you.

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7. WE MAY MAKE CHANGES TO THESE TERMS

7.1 In relation to these Terms of Use, the [GATS Schedule of Fees](#) and any of the other terms that may apply to you as set out in Paragraph 4.1 above (other than the [GATS e-Terms](#)), we may amend any such terms from time to time. Every time you wish to use the GATS Platform, please check these Terms to ensure you understand the terms that apply at that time.

7.2 **If you are a Business Individual or a Non-GATS Entity**, we may also amend the [GATS e-Terms](#) at any time.

7.3 **If you are a GATS Entity**, different rules apply as to amending the [GATS e-Terms](#). These are set out in and governed by the [GATS e-Terms](#).

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8. WE MAY MAKE CHANGES TO THE GATS PLATFORM

We may update and change the GATS Platform from time to time to reflect changes to laws applicable to it, us, Fexco or you, the functionality provided by it, users' needs, and our and Fexco's business priorities. We will try to give you reasonable notice of any major changes.

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9. WE MAY SUSPEND OR WITHDRAW THE GATS PLATFORM

- 9.1 Parts of the GATS Platform are made available free of charge.
- 9.2 We do not guarantee that the GATS Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the GATS Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 9.3 You are also responsible for ensuring that all persons who access the GATS Platform through your internet connection are aware of these Terms of Use and other applicable terms and conditions set out in Paragraph 4.1 above, and that they comply with them.

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10. WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

AWG and Fexco may transfer their respective rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

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11. INTELLECTUAL PROPERTY RIGHTS AND HOW YOU MAY USE MATERIAL ON THE GATS PLATFORM

- 11.1 Unless otherwise stated, AWG or Fexco is the owner or a licensee of all intellectual property rights in the GATS Platform, and in the documentation, illustrations, graphics, video or audio sequences, and other material published on or forming part of it (collectively, **Content and Materials**). This includes, without limitation:
- (a) All copyright in the GATS standard form or template legal documents (the **GATS Forms**) available to download on the GATS Platform.
- (b) All copyright in the GATS guidance documents, training materials, videos and other materials (the **GATS Guidance Materials**) available to download on the GATS Platform.
- (c) The GATS logo, the terms 'Global Aircraft Trading System' and 'GATS', and all other trademarks described in Paragraph 24 headed '[Our trademarks are registered](#)'.
- All such works are protected by copyright, trademark and other intellectual property laws and treaties around the world. All such rights are reserved, and you agree that you will not do anything to infringe or prejudice those rights.
- 11.2 Unless these Terms of Use (including, if you are an Entity or a Business Individual acting on its behalf, the [GATS e-Terms](#)) expressly permit or require you to do so, or you do have our prior written permission, you must not:

- (a) Use, view, download, publish, republish, distribute or redistribute any website content or materials, including by framing or similar means.
- (b) Use of any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- (c) Sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer any of the Content and Materials in whole or in part, or as a component of any other product or service.
- (d) Use any of the Content and Materials to create any derivative works or competitive products.
- (e) Use any programmatic, scripted or other mechanical means to access any of the Content and Materials.

If you are a Business Individual or a Non-GATS Entity and you do any of the above in breach of these Terms of Use, your right to use the GATS Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. **If you are a GATS Entity**, different rules apply as to our rights and what you must do if you do any of the above in breach of these Terms. These are set out in the [GATS e-Terms](#).

- 11.3 If you would like permission to use any content published on the GATS Platform outside these Terms, please contact us.
- 11.4 On the condition that you comply with these Terms of Use, you may use the GATS Platform, download and print any page(s) from the GATS Platform, and view, download and distribute any other Content and Materials made available to you by the normal operation of the GATS Platform only for business purposes including, if you are a GATS Entity or you are acting as a Digital Certificate User on behalf of a GATS Entity, any purpose contemplated by the [GATS e-Terms](#).
- 11.5 AWG's status (and that of any identified contributors) as the authors of content on the GATS Platform must always be acknowledged.

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12. USER ACCOUNTS

- 12.1 If you are a Business Individual, you may apply through the GATS Platform to create an account (a **User Account**) and become a basic user (a **Basic User**). If you are already a Basic User, you may apply through the GATS Platform to become a Digital Certificate User (a **Digital Certificate User**). More functionality is made available on the GATS Platform to Digital Certificate Users than to Basic Users.
- 12.2 To apply to become a Basic User:
- (a) You will need to provide your name and email address.
- (b) You will be required to confirm your agreement to these Terms of Use.

- (c) You must be a Business Individual and may be required to confirm that you are a Business Individual and not a Consumer.
- (d) You will need to follow the instructions in the activation email to finalise the activation of your User Account and create a permanent password.
- 12.3 Once you have completed the application process to become a Basic User, you may, through the GATS Platform:
- (a) Perform a search of the GATS e-Ledger on behalf of an Entity who has authorised you to do so.
- (b) Apply to create an Entity Profile for an Entity (e.g. an airline) who will not be a 'GATS Trustee', a 'GATS Participant' nor a 'GATS Professional Entity' (a **Non-GATS Entity**).
- (c) Apply to become a user associated with a Non-GATS Entity, if that Entity has created an Entity Profile on the GATS Platform, so that you can take actions through the GATS Platform on behalf of that Entity.
- 12.4 To apply to become a Digital Certificate User:
- (a) We and Fexco will need to verify and record evidence of your identity in order to complete the application process and for Fexco to issue you with a GATS Digital Certificate for use on the GATS Platform.
- (b) You must confirm your agreement to the [GATS Digital Certificate Policy](#).
- (c) You will be given a link and instructions on how to download a user verification application (the **Verification App**) to your smartphone or other smart device. You will then be asked if you consent to your identity being verified using the Verification App's facial recognition software. You must, within 28 days from the time you download the Verification App, complete the following identification verification process:
- (i) You must take a photo via the Verification App of either your current passport or current driving licence. The document provided must contain data identifying you using the modern Latin alphabet. A series of automated checks will be run against the document to confirm its authenticity.
- (ii) **If you consented** to your identity being verified using the Verification App's facial recognition software, you must take a picture of yourself via the Verification App and upload it. Facial recognition software will be applied to check the image on the 'selfie' against the photo on the identity document to confirm that these are the same.
- (iii) **If you did not consent** to your identity being verified using the Verification App's facial recognition software, the identity verification process may be completed using alternative procedures, as more particularly described in the [Secondary Verification Policy](#).
- (d) In addition to verifying your identity as described in paragraph (c) above, a series of checks will be run against your name with sanctioned person databases, watch lists and other public domain databases to obtain other information about you that is relevant to your application.
- (e) You must pay the applicable GATS Fee, which is non-refundable, which will be payable whether or not your application to become a Digital Certificate User is successful. The amount of such GATS Fee (which may change from time to time) is determined by the [GATS Schedule of Fees](#).
- 12.5 Once you have submitted the application process to become a Digital Certificate User:
- (a) Your application will be reviewed by Fexco to check the information you have provided and to review any other information provided to it by the Verification App and other databases accessible to it relating to your application.
- (b) If your application is successful you will receive a link to complete the application process within 24 hours.
- (c) The manner in which the identification documentation and picture of yourself that you provide will be processed and stored shall be as set out in the [AWG Privacy Policy](#) and the [Fexco Privacy Policy](#).
- 12.6 On or prior to each anniversary that you became a Digital Certificate User, you will be asked to renew your status as a Digital Certificate User and repeat the process described in Paragraph 12.4 and 12.5 above. If you do not renew your status prior to that date:
- (a) You may only be able to use functionality available to a Basic User.
- (b) You may not be able to take any actions on behalf on any GATS Entity through the GATS Platform.
- (c) We may suspend or terminate your User Account.
- 12.7 To renew your status as a Digital Certificate User, you must pay the applicable GATS Fee, which is non-refundable, which will be payable whether or not your application to renew your status as a Digital Certificate User is successful. The amount of such GATS Fee (which may change from time to time) is determined by the [GATS Schedule of Fees](#).
- 12.8 If you are applying to become or remain a Digital Certificate User and the application process cannot be completed due to an issue with the information or documentation you have provided (for example, if the photo is blurry or the document is damaged, or a person with your name appears on sanctioned person list):
- (a) you will be notified by email that your application is not yet complete and that additional verification steps may be required; and
- (b) your application will be continue to be processed in accordance with the [Secondary Verification Policy](#).
- In the event that, in accordance with the [Secondary Verification Policy](#), your application to become or

remain a Digital Certificate User is determined to be unsuccessful, such determination will not have been made using an automated process.

12.9 As a Digital Certificate User, you may, through the GATS Platform:

- (a) Perform the same actions as a Basic User.
- (b) Apply to create an Entity Profile for a GATS Entity (e.g. a 'GATS Trustee', a 'GATS Participant or a 'GATS Professional Entity').
- (c) Apply to become a user associated with a GATS Entity, so that you can take actions through the GATS Platform on behalf of that Entity.
- (d) Be issued with one or more GATS Digital Certificates (see further Paragraph 16 headed '[Digital signing of documents and other digitally authenticated actions](#)').
- (e) Using a digital certificate issued to you, sign documents and apply your digital signature to certain other actions, in each case on behalf of any GATS Entity who has authorised you to do so through the GATS Platform.

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13. ENTITY PROFILES

13.1 **If you are an Entity**, any Business Individual authorised by you may, on your behalf, apply through the GATS Platform to create a profile (an **Entity Profile**), in order for you to become a GATS Entity or a Non-GATS Entity.

13.2 **If you are a Business Individual**, you agree that you will not create or attempt to create an Entity Profile on the GATS Platform unless you are authorised by the relevant Entity to do so.

13.3 As a Non-GATS Entity or a GATS Entity, you may, through the GATS Platform and acting through any authorised Basic User or Digital Certificate User associated with your Entity Profile holding 'Administrator' privilege status:

- (a) Associate multiple Digital Certificate Users with your Entity Profile (and, if you are a Non-GATS Entity, multiple Basic Users) and assign that individual a privilege status of 'Administrator', or 'User' so that such individuals can take actions through the GATS Platform on your behalf. Additionally, a Digital Certificate User associated with a GATS Entity may be assigned the privilege status of 'Signatory' (which is inferior to the privilege status of 'Administrator', but superior to the privilege status of 'User'). As a technological restriction, the GATS Platform permits only an 'Administrator' or a 'Signatory' to execute a GATS Instrument on behalf of a GATS Entity.
- (b) Disassociate any Digital Certificate User already associated with your Entity Profile (and, if you are a Non-GATS Entity, any Basic User already associated with your Entity Profile) so that such individual can no longer take actions through the GATS Platform on your behalf.

- (c) Change the privilege status of any Digital Certificate User already associated with your Entity Profile (or, if you are a Non-GATS Entity, any Basic User associated with your Entity Profile) from their current status to 'Administrator', 'Signatory' or 'User'.

13.4 If you are a Non-GATS Entity (e.g. an airline), you may, through the GATS Platform and acting through any authorised Basic User or Digital Certificate User associated with your Entity Profile holding 'User' or 'Administrator' privilege status:

- (a) Receive notifications and requests from a GATS Entity to approve, modify, delete a requirement (an **Advance Requirement**) created by that GATS Entity that needs to be electronically confirmed as being satisfied or waived through the GATS Platform prior to the effectiveness of a future Designated Transaction effected electronically or digitally through the GATS Platform.
- (b) Receive notifications and requests from a GATS Entity to confirm that an Advance Requirement has been satisfied or waived, or that it has not yet been satisfied.
- (c) Perform searches of the GATS e-Ledger.

13.5 To apply to create an Entity Profile for a Non-GATS Entity:

- (a) You must be an Entity and not an individual.
- (b) A Business Individual authorised by you must make the application on your behalf, and confirm, through the GATS Platform, that they are authorised to do so and that they are a Business Individual.
- (c) As one of the conditions to your Entity Profile being created, you must confirm your agreement to be bound by these Terms of Use.
- (d) Your application must be affirmatively 'acknowledged' by a GATS Entity through the GATS Platform. You will be asked to select the GATS Entity from whom you will be requesting acknowledgement.
- (e) You must otherwise supply the information relating to you (as an Entity) required by the GATS Platform during the application process.

13.6 If you are a GATS Entity (e.g. a leasing company, a financier, a trust services provider or a law firm), you may, through the GATS Platform and acting through any Digital Certificate User associated with your Entity Profile holding the applicable privilege status:

- (a) Perform the same actions as a Non-GATS Entity.
- (b) Participate in GATS and perform the actions of a 'GATS Participant', a 'GATS Trustee, or a 'GATS Professional Entity', depending on which type of GATS Entity you are applying to become, as more particularly described in the [GATS e-Terms](#).

13.7 To apply to create an Entity Profile for a GATS Entity:

- (a) You must be an Entity and not an individual.

- (b) A Business Individual authorised by you must make the application on your behalf, and confirm, through the GATS Platform, that they are authorised to do so and that they are a Business Individual.
- (c) As one of the conditions to your Entity Profile being created, you must agree to be bound by the [GATS e-Terms](#).
- (d) You will need to be 'cleared' by AWG, a 'GATS Trustee' or a 'GATS Participant', depending on which type of GATS Entity you are applying to become, as more particularly described in the [GATS e-Terms](#).
- (e) You must otherwise meet the other requirements to become a GATS Entity of the type for which you are applying to become, as more particularly described in the [GATS e-Terms](#).

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14. USE OF YOUR ACCOUNT AND SECURITY CREDENTIALS

- 14.1 Use of your User Account or Entity Profile is subject to these Terms, including the [Acceptable Use Policy](#) and, if you are a GATS Entity, the [GATS e-Terms](#).
- (a) During the application process to create a User Account, you will choose or be provided with the following:
 - (b) A user ID.
 - (c) A password.
 - (d) An activation or confirmation code, which may be issued for single use as part of a two-step authentication procedure, and which may expire after a short period of time.
 - (e) A personal identification number (PIN) or additional password to be used to generate each confirmation code through an authentication app on your smartphone or other smart device.

Except for your user ID, you must treat such information (collectively, **Security Credentials**) as confidential. You must not disclose your Security Credentials to any third party, unless you are required by law to do so. If you are issued with a temporary password, you agree to change it to a unique password promptly upon issuance and periodically afterwards. You can change your password via the GATS Platform. If you enter incorrect Security Credentials, after a number of incorrect attempts, your User Account will be disabled and you will not be able to access the GATS Platform. If this happens (or if you forget your user ID or Security Credentials) please contact us at helpdesk@e-gats.aero or by calling the helpdesk number listed on the GATS Platform.

14.2 If you are a Business Individual:

- (a) It is your responsibility to safeguard your Security Credentials for your User Account, and to take all reasonable steps to keep it safe and prevent fraudulent use of this information. The general precautions that you should take include, but are

not limited to, ensuring that your Security Credentials are known only to you.

- (b) You must not allow anyone else to use your User Account.
- (c) You must not use the User Account of another individual, whether to sign any document on behalf of a GATS Entity or take any other action through the GATS Platform using the User Account of another individual.
- (d) You must not take any action through the GATS Platform on behalf of an Entity using its Entity Profile nor associate or attempt to associate yourself with an Entity Profile, unless in each case you are authorised by that Entity to do so.

14.3 If you are an Entity:

- (a) It is your responsibility to ensure that the Business Individuals associated with your Entity Profile do not allow other Business Individuals not authorised by you to associate themselves with your Entity Profile and sign documents or take other actions on your behalf through the GATS Platform.
- (b) You must not allow any person other than a Business Individual or other GATS Entity authorised by you to use your Entity Profile and sign any document or take any other action through the GATS Platform on your behalf.
- (c) You must not take any action through the GATS Platform on behalf of another Entity using its Entity Profile nor associate or attempt to associate yourself with another Entity's Entity Profile, unless in each case you are authorised by that Entity to do so.

- 14.4 If you know or suspect that anyone other than you knows any of your Security Credentials or has unauthorised access to your Entity Profile, you must promptly notify us at helpdesk@e-gats.aero or by calling the helpdesk number listed on the GATS Platform.

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15. SUSPENSION AND TERMINATION OF YOUR ACCOUNT

- 15.1 **If you are a Business Individual**, we have the right to disable, suspend or terminate your User Account, and withdraw or disable your Security Credentials, whether chosen by you or allocated by us, at any time, if you have failed in your application to become or remain a Digital Certificate User or if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

- 15.2 **If you are a Non-GATS Entity**, we have the right to disable, suspend or terminate your Entity Profile and any Business Individual's access to it at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

- 15.3 **If you are a GATS Entity**, different rules apply as to our right to disable, suspend or terminate your Entity Profile. These are set out in the [GATS e-Terms](#).

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16. DIGITAL SIGNING OF DOCUMENTS AND OTHER DIGITALLY AUTHENTICATED ACTIONS

16.1 Each Digital Certificate User will have the ability to sign instruments electronically and digitally on behalf of a GATS Entity giving effect to Designated Transactions (**GATS Instruments**), and authenticate the taking of other actions, through the GATS Platform using a digital certificate issued to them (a **GATS Digital Certificate**). A GATS Digital Certificate enables a Digital Certificate User to apply their digital signature (a **Digital Signature**) to such instrument or action.

16.2 Each GATS Digital Certificate will record all relevant information relating to the Digital Certificate User to whom it is issued.

16.3 Fexco is the certificate authority through which all GATS Digital Certificates are issued. The conditions of use of GATS Digital Certificates are set out in and governed by the [GATS Digital Certificate Policy](#).

16.4 Fexco, as the certificate authority, has legal obligations under applicable law to take appropriate steps to verify the identity of individuals to whom GATS Digital Certificates are issued. The identity verification undertaken during the Digital Certificate User process (see further Paragraph 12 headed '[User Accounts](#)') is necessary to comply with these obligations.

16.5 Use of Digital Signatures through the GATS Platform and the issuance of GATS Digital Certificates by Digital Certificate Users is limited to the actions that can be taken through the GATS Platform, and is conditional on you acknowledging and agreeing to the [GATS Digital Certificate Policy and](#) the following:

- (a) The process of applying a Digital Signature facilitates the signing and execution of GATS Instrument or authentication of an action.
- (b) NOTHING IN THESE TERMS OF USE MAKES OR MAY BE INTERPRETED TO MAKE EITHER AWG OR FEXCO A PARTY TO ANY GATS INSTRUMENT, AND NEITHER AWG NOR FEXCO MAKES ANY REPRESENTATION OR WARRANTY REGARDING THE DESIGNATED TRANSACTIONS EFFECTED OR INTENDED TO BE EFFECTED BY ANY GATS INSTRUMENT.
- (c) The GATS Entities who are a party to a GATS Instrument and the Digital Certificate Users acting on their behalf have exclusive control over and responsibility for the content of any required fields within that GATS Instrument that are populated using the GATS Platform. Neither Fexco nor AWG has no control of or access to the content of any GATS Instrument.

16.6 **If you are a Business Individual**, you acknowledge and agree that each GATS Instrument giving effect to a Designated Transaction executed by a GATS Entity on whose behalf you are authorised to take actions through the GATS Platform:

- (a) Will be in the applicable GATS Form and signed, executed, delivered, effected, authenticated and time-stamped digitally or electronically through the GATS Platform through the use of Digital Signatures and, once effected, a record of such Designated Transaction will be entered automatically in the GATS e-Ledger.
- (b) May be subject to one or more Advance Requirements that must be satisfied or waived before such Designated Transaction may take effect.
- (c) Will be entered into by that GATS Entity in the manner described in and in accordance with the [GATS e-Terms](#).

16.7 **If you are a Business Individual or a Non-GATS Entity**, you acknowledge and agree that any approval, consent or other action given or taken electronically or digitally through the GATS Platform in connection with a Designated Transaction (including the satisfaction or waiver or other action taken in respect of any related Advance Requirement) will be legally binding and conclusive evidence of such approval, consent or action, as if it had been, as applicable, signed, executed, delivered, effected, authenticated, time-stamped, given or taken manually.

16.8 **If you are a GATS Entity**, additional rules apply as to electronic and digital execution of GATS Instruments and the other matters described in this Paragraph 16. These are set out in the [GATS e-Terms](#).

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17. PERFORMING SEARCHES OF THE GATS E-LEDGER

You may not perform a search of the GATS e-Ledger unless you:

- (a) are doing so as a Business Individual on behalf of an Entity;
- (b) are authorised to do on behalf of such Entity;
- (c) are a Basic User or a Digital Certificate User; and
- (d) pay, on behalf of such Entity, the applicable GATS Fee.

18. FEES AND PAYMENTS

18.1 Fees will be payable for using some of the functionality of the GATS Platform, or before such functionality is made available to you, including fees payable to search the GATS e-Ledger and to execute and deliver GATS Instruments and other documentation electronically and digitally using the GATS Platform (each such fee, a **GATS Fee**).

18.2 All GATS Fees are described in the [GATS Schedule of Fees](#) and are non-refundable, even if your application to become or remain a Digital Certificate User is unsuccessful or the Designated Transaction in respect of which such GATS Fee was payable does not take effect or the payment of such GATS Fee was made in error.

- 18.3 AWG may set, review and modify the GATS Fees and the [GATS Schedule of Fees](#) at any time. Any modification to GATS Fees or the introduction of a new GATS Fee will become effective upon the updated [GATS Schedule of Fees](#) reflecting that modification or new fee being published on the GATS Platform.
- 18.4 For each payment of a GATS Fee that you make on behalf of an Entity or, if you are an Entity, that is made on your behalf, we will provide you with an invoice, made available to you through the GATS Platform and addressed to the business identified accessing the functionality for which payment is being made, in a format we choose which may change from time to time. We reserve the right to correct any errors or mistakes that we identify even if we have already issued an invoice or received payment.
- 18.5 In addition to GATS Fees, you may have to pay other VAT, GST, sales tax, other taxes, fees and costs (including any such taxes, fees and costs which may be levied on and in connection with the payment of a GATS Fee) arising in the jurisdiction from which you are transacting or any other applicable jurisdiction. All GATS Fees will be payable in US Dollars.
- 18.6 In order to make payment of a GATS Fee, you will need to provide us and Fexco with certain information relating to the bank account from which payment is originating. This information includes:
- the bank account number in International Bank Account Number (IBAN) format;
 - the name and address of the cardholder;
 - the billing address of the cardholder (if different to the above); and
 - any other information that we or Fexco ask for so that Fexco can process the payment.
- 18.7 You are responsible for ensuring that the correct payment details are provided to us. There is the potential for loss or delay in completing Designated Transactions, accessing data on the GATS e-Ledger or accessing other functionality of the GATS Platform if incorrect information is provided.
- 18.8 You agree to notify us about any billing problems or discrepancies within 30 days after they first appear on your invoice. IF YOU DO NOT BRING SUCH PROBLEMS OR DISCREPANCIES TO OUR ATTENTION WITHIN 30 DAYS, YOU AGREE TO WAIVE ITS RIGHT TO DISPUTE SUCH PROBLEMS OR DISCREPANCIES.
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19. **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**
- 19.1 Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us or Fexco of those linked websites or information you may obtain from them.
- 19.2 We have no control over the contents of those other websites or resources.
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20. **HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 20.1 The remainder of this Paragraph 20 only applies **if you are an individual**.
- 20.2 AWG will only use your personal information as set out in [AWG Privacy Policy](#). We may amend that policy from time to time.
- 20.3 Fexco will only use your personal information as set out in the [Fexco Privacy Policy](#). Fexco may amend that policy from time to time.
- 20.4 Every time you wish to use the GATS Platform, please check these Terms to ensure you understand the terms of the [AWG Privacy Policy](#) and the [Fexco Privacy Policy](#) that apply at that time.
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21. **PROVIDING OR UPLOADING INFORMATION AND CONTENT TO THE GATS PLATFORM**
- 21.1 Whenever you make use of a feature that allows you to upload content to the GATS Platform, or to make contact with other users of the GATS Platform, you must comply with the content standards set out in our [Acceptable Use Policy](#).
- 21.2 You warrant that any such contribution does comply with those standards, and you will be liable to us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 21.3 Any information or other content you provide or upload to the GATS Platform will be considered non-confidential and non-proprietary. You and your licensor(s) retain all of your and their ownership rights in your information and content, but in providing or uploading that information or content you grant us and other users of the GATS Platform a limited licence to use, store and copy that content and to distribute and make it available to third parties, to the extent the GATS Platform makes that information and content available to such other users.
- 21.4 We also have the right to disclose your identity to any third party who is claiming that any information or content posted or uploaded by you to the GATS Platform constitutes a violation of their intellectual property rights, or of their right to privacy.
- 21.5 We have the right to remove any posting you make on the GATS Platform if, in our opinion, your post does not comply with the content standards set out in the [Acceptable Use Policy](#).
- 21.6 You are solely responsible for securing and backing up any information or other content you provide or upload to the GATS Platform.

21.7 We do not store terrorist content.

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22. **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

These Terms of Use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England will have exclusive jurisdiction.

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23. **ALL COMMUNICATIONS, DOCUMENTS AND CONTENT ARE IN ENGLISH ONLY**

We will correspond and communicate with you in English. The GATS Platform is available only in English. All GATS Instruments and all Designated Transactions will be concluded in English. All identity documentation must be provided in Latin script.

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24. OUR TRADEMARKS ARE REGISTERED

The trademarks belonging to AWG relating to GATS and the GATS Platform are described in the table below, as well as the jurisdiction or country in which they are registered or pending registration. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under the paragraph headed '[Intellectual property rights and how you may use material on the GATS Platform](#)'.

Trade mark	Status	Registration / Application Number	Classes
US Trade Marks			
GLOBAL AIRCRAFT TRADING SYSTEM	Registered	5986514	35, 42, 45
GATS	Allowed	87931676	35, 42, 45
GATS GLOBAL AIRCRAFT TRADING SYSTEM (color logo)	Allowed	87931801	35, 42, 45
GATS GLOBAL AIRCRAFT TRADING SYSTEM (grey-scale logo)	Allowed	87931866	35, 42, 45
GATS GLOBAL AIRCRAFT TRADING SYSTEM (black and white logo)	Allowed	87931919	35, 42, 45
GATS – GLOBAL AIRCRAFT TRADING SYSTEM	Allowed	88480238	35, 42, 45
ESCROW FACILITY	Application under review	88770972	35, 38
European Trade Marks			
GATS (Word mark)	Registered (3 May 19)	017904389	35, 36, 42 & 45
GATS Global Aircraft Trading System (Colour logo)	Registered (3 May 19)	017904654	35, 36, 42 & 45
GATS Global Aircraft Trading System (Grey-scale logo)	Registered (3 May 19)	017904659	35, 36, 42 & 45
GATS Global Aircraft Trading System (Black & white logo)	Registered (3 May 19)	017904691	35, 36, 42 & 45
GATS Global Aircraft Trading System (Word mark)	Registration Pending	018027984	35, 36, 42 & 45
Escrow Facility (Word mark)	Application under review.	018188403	35, 38

Irish Trade Marks			
Global Aircraft Trading System (Word mark)	Registered (23 May 19)	259812	35 & 42
GATS (Word mark)	Registered (23 May 19)	259813	35 & 42
GATS Global Aircraft Trading System logo (Colour logo)	Registered (23 May 19)	259814	35 & 42
GATS Global Aircraft Trading System logo (Grey-scale logo)	Registered (23 May 19)	259815	35 & 42
GATS Global Aircraft Trading System logo (Black & white logo)	Registered (23 May 19)	259816	35 & 42

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END OF DOCUMENT.