

Terms and Conditions of Use

General Use

This website is owned and maintained by ARC Air Logistics, Inc. and is subject to the following Terms and Conditions of use. Before accessing, browsing, and/or using this web site produced by ARC Air Logistics, Inc., you shall expressly acknowledge that you have read, understood, and agree to be legally bound by the terms hereinafter. All information presented in this web site is considered for information purposes only and does not constitute any legal contract between ARC Air Logistics, Inc. and yourself unless otherwise specified. The information provided in this web site is believed to be accurate, however, ARC Air Logistics, Inc., cannot guarantee the accuracy or correctness of any information included in the web site. ARC Air Logistics, Inc. may revise these terms at any time, and you are bound by such revisions and should therefore periodically visit the web site to review the updated Terms of use.

Content Disclaimer

You understand that, all of the site's contents, including but not limiting to the information, products and services contained or referred to in this web site are subject to change or update at any time without prior notice. While ARC Air Logistics, Inc. has made every attempt to ensure that the information contained in the web site is accurate and up-to-date, under no circumstances shall ARC Air Logistics, Inc. or any of its affiliates, respective partners, officers, directors, employees, subsidiaries, agents or representatives of any kind be responsible for or liable to any person or entity for any damage, error, omission, inaccuracy, misuse, or conversion, whatsoever direct, indirect, consequential, incidental, including, without limitation, lost revenues or lost profits arising from or in connection with the use in reliance on, or performance of any data or information provided in or delivered from the web site. **YOU SHALL ASSUME TOTAL AND SOLE RESPONSIBILITY FOR ANY RISKS EITHER EXPRESSED OR IMPLIED IN YOUR USE OF THE WEB SITE.** The service is provided without presentation or warranty of any kind whatsoever.

Intellectual Property Rights

Unless otherwise specified herein, ARC Air Logistics, Inc. will retain any/all title(s), right(s), profit(s) and interest(s) of the web site's contents, including but not limited to text, photographs, images, domain, sub-domains, trademarks, logos, or any other intellectual property rights, moral rights and similar benefits of any type in connection with the web site and the services offered. You may print and download portions of the materials solely for your personal, non-commercial use. Unless it is strictly provided or permitted in the Terms, any act in respect of the reproduction of any data or content from ARC Air Logistics, Inc. web site, including copying, redistribution, publication or retransmission of any portion of the material of the web site without express written permission or consent of ARC Air Logistics, Inc. is forbidden. ARC Air Logistics, Inc. web site may contain links to other websites containing proprietary notices and copyright information, the terms of which have to be obeyed and followed. ARC Air Logistics, Inc. makes no warranties or representations that your use of the services or materials displayed on the web site will not infringe rights of third parties not owned by or affiliated with ARC Air Logistics, Inc.

Exclusion and Limitation of Liability

Under no circumstances, including, but not limiting to, breach of contract, tort, negligence, or strict liability, will ARC Air Logistics, Inc. and its related parties be liable for any direct, indirect, incidental, consequential, special, punitive or other loss, damages or claims whatsoever. Neither ARC Air Logistics, Inc. nor any of the related parties assume or accept any responsibility whatsoever and bear any liability for any damage or viruses or other items of destructive nature that may infect your computer, any other software, hardware or other IT systems or other property on account of your accessing, using and/or browsing this web site and any of its service or downloading of any material, data, text, image and whatsoever from this web site. Furthermore, ARC Air Logistics, Inc. assumes no responsibility, and shall not be liable for any loss, or damages whatsoever due to any third party's unjustified access to the web site or to passwords data or information on the ARC Air Logistics, Inc. web site.

Links to Third Party Websites

The links in this web site will allow access to other websites. Such linked sites are not under the control of ARC Air Logistics, Inc. and ARC Air Logistics, Inc. bears no liability as to the contents of these sites. ARC Air Logistics, Inc. makes no warranty or representation whatsoever pertaining to any other web sites which you may access through our web site or which you may use or access such web site and any of its services. ARC Air Logistics, Inc. provides links only as a convenience, and such inclusion of any link does not imply endorsement of any kind by ARC Air Logistics, Inc.

Privacy Policy

ARC Air Logistics, Inc. does not request or require any information from anonymous visitors to the Site. ARC Air Logistics, Inc. collects information only from those users who wish to conduct business transactions (i.e. requesting services) on the Site and who have registered on the Site. You are responsible for maintaining the confidentiality of any User id as well as any account number, account name, or passwords, if applicable, for the services you utilize through the Site. ARC Air Logistics, Inc. does not use copy, distribute, or share any data collected from registered users. The Site does not use persistent or stored cookies; however, it does use temporary or per-session cookies. Temporary or per-session cookies act as a randomly generated session ID; they last only while the Registered User is logged onto the Web site, and are cancelled at the end of the session. (i.e., the Registered User logs out of the Site or closes their Web browser program). The Site uses temporary cookies for security purposes. Each time a Registered User logs onto the Site, the Site server generates a temporary session ID, which associates with the user's login name, password and computer during that particular session. This allows the Registered User to move from page to page in the Site during a specific session, without having to re-enter the user login name and/or password. The temporary cookie allows the Site server to continuously verify that the user is a permitted user as the user moves from page to page during a specific session. When the Registered User logs out of the Site the temporary session ID is cancelled, and is removed from the temporary memory of the user's computer; and the association in the Site server between the temporary session ID and the specific user login name and password is also terminated. ARC Air Logistics, Inc. also uses log files for anonymous site usage analysis. A "log file" is a data file that records a Registered User's activity while using the Site.

Indemnity

You agree to indemnify, defend and hold ARC Air Logistics, Inc. and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "ARC Air Logistics, Inc. Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including reasonable attorneys' fees) incurred to any ARC Air Logistics, Inc. Party in connection with any violation of this Terms or any improper use of the Service under your account and password. ARC Air Logistics, Inc. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such a case, you agree to cooperate with ARC Air Logistics, Inc. defense of such claim.

Termination of Service

ARC Air Logistics, Inc. reserves the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Service at any time, including the termination of the availability of any feature, database, or informational content, without prior notice or liability.

Applicable Law and Venue

ARC Air Logistics, Inc. web site as well as the Terms herein shall be subject to the laws of New York, United States of America. You agree that any claim or cause of action arising out of the use of the service in the web site or related to the Terms herein, must be filed within one (1) year after such a claim or cause of action arose or be forever barred. You expressly waive any right you may otherwise have under any statute or law. Any dispute, claim, argument, and any other controversy arising from or in any way related to the web site, including the Terms, shall be submitted to the exclusive jurisdiction of the District Courts of New York.