

Terms and Conditions for Hangar by Fly Hangar, LLC

February 28th, 2024

Introduction

Welcome to Hangar, the innovative aviation tracking and social platform for aviation enthusiasts. These Terms and Conditions ("Terms") govern your use of Hangar, a service provided by Fly Hangar, LLC ("we", "us", "our"). By accessing or using Hangar, you agree to comply with and be bound by these Terms.

1. Acceptance of Terms

Your access to and use of Hangar is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

2. Registration and Account Security

a. Account Creation: To access Hangar's features, you must register and create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

b. Account Responsibilities: You are responsible for safeguarding your account password and for any activities or actions under your account, whether your password is with our Service or a third-party service.

c. Personal Information: We collect and use personal information like email, username, password, profile and cover images, and tail number (for auto-tracking subscribers) as described in our Privacy Policy.

3. User-Generated Content

a. Posting Content: Users may post flight tracks, photos, and comments. You retain any ownership rights you have in your content, but you grant us a worldwide, non-exclusive, royalty-free license to use, store, display, reproduce, modify, create derivative works, perform, and distribute your user-generated content on Hangar for the purposes of operating, developing, providing, and using Hangar.

b. Responsibility: You are solely responsible for the content you provide and for the consequences of posting or publishing it.

4. Prohibited Conduct

You agree not to engage in any of the following prohibited activities: spamming, irrelevant or off-topic posting, harassment, discrimination, posting unsafe or hazardous content, or any activity that violates aviation regulations or laws.

5. Intellectual Property Rights and Enforcement

a. Our Rights: All rights, title, and interest in and to Hangar (excluding user-generated content) are and will remain the exclusive property of Fly Hangar, LLC. Our service is protected by copyright, trademark, and other laws of the United States and foreign countries.

b. Prohibition of Reverse Engineering and Unauthorized Use: You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, algorithm, or operational techniques of Hangar or any part thereof. This prohibition includes but is not limited to the software, app design, and any underlying technology. Unauthorized use, reproduction, modification, distribution, or performance of the app, or any content therein, is strictly prohibited and may result in severe civil and criminal penalties.

c. Enforcement: Legal action will be taken against any infringement of our intellectual property rights, including unauthorized use or reverse engineering of our software.

d. Trademarks: "Hangar," related names, logos, product and service names, designs, and slogans are trademarks of Fly Hangar, LLC. You must not use such marks without our prior written permission.

6. Subscription Services and Payments

We offer subscription-based services for advanced features like ADS-B automated tracking. These services are subject to additional terms, conditions, and fees as described at the time of purchase.

7. Termination and Suspension of Accounts

We reserve the right, at our sole discretion, to terminate or suspend your account and bar access to the service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

8. Amendments to Terms

We may revise these Terms at any time without prior notice. By continuing to access or use our Service after revisions become effective, you agree to be bound by the revised terms.

9. Governing Law

These Terms shall be governed and construed in accordance with the laws of the United States, Canada, Europe, Mexico, and Australia, without regard to their conflict of law provisions.

10. Limitation of Liability

In no event shall Fly Hangar, LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from your access to or use of or inability to access or use the service.

11. Auto-Renewable Subscriptions

a. Subscription Renewal: Subscriptions to Hangar services are auto-renewable. This means your subscription will automatically renew at the end of each billing cycle unless canceled. You will be charged the renewal cost within 24 hours prior to the end of the current period.

b. Managing Subscriptions: You can manage or cancel your subscriptions at any time through your iTunes Account settings. This must be done 24 hours before the end of the current subscription period to avoid being charged for the next renewal period.

c. Free Trials: If offered, any unused portion of a free trial period will be forfeited when the user purchases a subscription to that publication, where applicable.

d. Price Changes: We reserve the right to change subscription fees at any time. We will provide you with reasonable notice of any such changes.

By subscribing to Hangar, you acknowledge and agree to these terms.

12. Contact Information

For questions about these Terms, please reach out at sam@flyhangar.com.