

AIRNAV VFR TERMS AND CONDITIONS



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In the event that the AirNav VFR price is discounted due to a sale, customers will only receive the discounted price during these times. Sentient Software is not required to make potential customers aware of the sale prior to the commencement of the sale. However, Sentient will advise customers purchasing the product directly from Sentient within the 14 days before the start of the sale of the conditions and timing of the sale. Sentient Software is also under no obligation to provide the discounted prices to customers who request a purchase after the sale has ended.

Sentient Software reserves the right to change prices.

All charts become inaccessible once they have expired as a requirement of Airservices Australia, with the exception of the WACs. It is recommended that users subscribe in order to keep their maps up to date, however it is entirely optional.

All WACs remain accessible at all times, even if a new edition of the WAC has been issued within the 6-month map cycle. Sentient Software will not issue a revised CD if a new WAC edition is issued between map cycles. If the user wishes to ensure that all WACs are current at all times, then the user must keep track of a new WAC edition's issue date.

It is the responsibility of the user to ensure they carry current, printed charts whilst flying, whether they are AirNav-printed charts or Airservices-printed charts.

Sentient Software allows customers to upgrade their software to include new map packs, however, there is no facility to downgrade any package.

Copying and/or distribution of AirNav without written permission from Sentient Software, is prohibited. Users found doing so will have their licences cancelled and may be exposed to legal action.

Sentient Software reserves the right to amend these Terms & Conditions

TECHNICAL SUPPORT

Technical support is provided to the named software licence holder with a legal, current version of AirNav VFR only. Sentient Software provides this support on the premise that the user has at least a basic understanding on the use of computers under a Windows operating system i.e. Navigating through folders, copy & paste, left & right click, uninstalling & reinstalling etc. It is suggested that users who have limited skills with the use of computers under a Windows operating system seek assistance from their local computer specialist to support their request or acquire the necessary level of understanding.

Sentient Software is only able to provide technical support on the AirNav VFR software. This means that technical support cannot be provided for any hardware or software that is being used with AirNav VFR where AirNav VFR is not directly causing the problem.

EVALUATION COPIES

Evaluation Copies of AirNav are available to customers (at a cost) prior to purchasing the full version.

Providing evaluation copies of AirNav is at the discretion of Sentient Software. Sentient Software will not provide evaluation copies of AirNav close to the start of a new map cycle.

The cost of the evaluation will be reimbursed towards the full copy purchase price if the full copy is purchased within the same version cycle or within two months of purchasing the evaluation copy, whichever is later. Sentient Software is under no obligation to provide reimbursement upon purchasing the full copy of AirNav if the afore-mentioned conditions are not met.

SECURITY

The AirNav Security System aims to protect the software from unauthorised use.

If the Security System is triggered – by a range of factors – users will be locked out of the program and will need to contact Sentient Software with details displayed on the screen to re-gain access.

Sentient Software will provide users with replacement security codes only at Sentient Software's discretion.

SOFTWARE LICENCE & INSTALLATIONS

The AirNav VFR Software can be purchased with a 'single-user', 'multi-user' or 'site' licence.

Single-user Licence

1. This licence permits access to the software by the licence holder and their immediate family only.
2. This licence allows for installation on 2 computers (or 3 if user has GPS Moving Map feature) that the licence holder owns and uses
3. Installation on a company/club server/network (or computer to be accessed by co-workers/members) is not permitted
4. Additional installations can be purchased from Sentient Software. If a user purchases additional installations but feels in the future they do not need them, a refund for purchased installations will not be applicable.
5. Sentient Software will only correspond with the named licence holder
6. Standard subscription costs apply

Multi-user Licence

1. This licence permits access by multiple users in a company/club environment (i.e. use is limited to co-workers of a company or members of a club). Access is capped at one concurrent user.

2. This licence allows for installation on 1 computer or server that the company/club owns and uses
3. Additional installations are not permitted and cannot be purchased
4. Subscription is charged at a rate 2.5 times higher than standard subscription costs
5. The company/club name must be listed on the account along with one specific contact person
6. Sentient Software will only correspond with and provide support to the contact person as mentioned above
7. The company/club is not permitted to charge co-workers/members for use of the software

Multi-user Licence (Charge out)

This licence has the same conditions as the Multi-user licence listed above, however the company/club is permitted to charge co-workers/members for use of the software.

This licence can only be purchased upon prior negotiation with Sentient Software.

Site Licence

This licence permits access by multiple users (i.e. use by co-workers of a company or members of a club) and/or installation on multiple computers in a company/club environment.

This licence can only be purchased upon prior negotiation with Sentient Software

AIRNAV AIRFIELD DIRECTORY

The AirNav Airfield Directory is an additional feature available from version 3.0 (November 2008) update, which users can choose to purchase and subscribe to.

AirNav subscribers will be able to add new Airfields not currently in the directory and submit them for future updates.

Users who provide information on an Airfield not currently listed in the directory, or submitted by another user waiting for update, will be credited with \$5 towards their next (consecutive) subscription update and their name placed on that Airfield within the directory. This does not include new information given towards an existing but incorrect or incomplete Airfield however; Sentient Software may award the credit solely at its discretion.

The monetary credit will only be placed towards the users next (consecutive) subscription update. If a users subscription is cancelled before the credit is applied and paid, then the user forfeits their right to claim the credit. The credit is not transferable or redeemable as cash.

Users will still be able to access the Airfield Directory if their version is out of date however; will not see any changes made since that version. It is recommended that users subscribe in order to keep both their maps and the Airfield Directory up to date.

Sentient Software accepts no responsibility for incorrect or incomplete information in the Directory. It is recommended that users make their own location enquiries, as Sentient Software does not verify any information given.

SUBSCRIPTIONS

Users can choose to subscribe to the AirNav VFR Software to receive updates on a cyclical basis, usually June and November but the dates can be changed by Airservices Australia.

If a user chooses to subscribe, they must subscribe to their entire package. AirNav VFR does not allow for partial subscription i.e. if a user has VFR Map Packs covering all of Australia, they must subscribe to all of Australia, they cannot subscribe to only part of Australia. This also applies to the Airfield Directory and the GPS Moving Map Feature.

Payment Methods

There are three methods of payment for subscriptions available:

Automatic Debit via Credit Card

Users who opt for this method will need to sign an Authorization for Automatic Debit – a users subscription will not begin until this is received. The credit card details provided will be automatically debited when the update is sent out. It is the user's responsibility to ensure these details are kept up to date. If a user provides new credit card details, they will not be required to sign a new Authorization for Automatic Debit however; the first Authorization will be applicable. Sentient Software reserves the right to pass on any fees incurred by Sentient Software to the user, where the user has provided incorrect details or have failed to update their details. In the event that the user's credit card details are to expire close to the update, the user must provide new details, or pay by a different method, by the due date stated. Should a user fail to pay by the due date, the discounted subscription prices will not apply. The credit card provided will continue to be charged until the user either cancels their subscription or changes their payment method.

Cheque

A payment invoice will be sent out to the user prior to the update. The cheque must be received by Sentient Software on or before the due date stated on the payment invoice. Should a user fail to pay by the due date, the discounted subscription prices will not apply. The user will continue to receive payment invoices every cycle until their subscription is cancelled or they choose to pay by Automatic Debit.

Invoice – available to Companies with multiple licences ONLY

Payment by this method is available to companies with multiple licences. A payment invoice will be sent out to the user prior to the update. The payment, by cheque or credit card, must be received by Sentient Software on or before the due date stated on the payment invoice. Should a user fail to pay by the due date, the discounted subscription prices will not apply. The user will continue to receive payment invoices every cycle until their subscription is cancelled or they choose to pay by Automatic Debit.

Customers making payments for subscriptions via American Express Credit Cards (including the use of American Express for Automatic Debit via Credit Card) will be passed on a surcharge of 3.8% - rounded down to the nearest dollar. A surcharge will not be applied to the use of Mastercard, Bankcard or Visa.

Discounted prices for subscriptions are only given within a certain time frame during which time the bulk subscriptions are processed. Payments (or payment details where applicable) must be received by the due date stated otherwise regular update prices will apply.

If a user allows their subscription to lapse for more than one cycle, higher update prices will apply depending on how old the user's most current version is.

If a user chooses to subscribe, they must subscribe to their entire package. For example, if a user has Map Packs covering all of Australia they cannot then choose to only update one particular map pack.

Cancellations

Users can cancel their subscription at any time. Requests to cancel should be made in writing (fax, mail or email) but will be accepted by phone.

A subscription may also be deemed cancelled where a user stops providing payment.

Sentient Software reserves the right to cancel subscriptions.

AMMENDMENTS MADE

15 Sep 2008	American Express Surcharge added
17 Sep 2008	Evaluation Copy Terms and Conditions added
03 Oct 2008	American Express Surcharge rounding explained, Airfield Directory Terms and Conditions added
30 Mar 2009	Software licensing modified
14 Apr 2009	Elaborated on Technical Support provisions