

Please read these Terms and Conditions carefully as they form the basis under which access is granted to the Marketplace on Indigo Aviation's website.

## **1. REGISTRATION**

1. To enable access to the Marketplace You must Register your details with Indigo Aviation. You confirm and warrant that all the information supplied by You when You register for access to the Marketplace is true, complete and accurate in all respects. You agree to notify Indigo Aviation promptly of any changes in your details including in respect of the Users. If Indigo Aviation believes that You have provided false information or failed to notify Indigo Aviation of any changes Indigo Aviation reserves the right to terminate your access to the Website and access to the Marketplace will be withdrawn immediately without notice.
2. If Your application for registration is approved, Indigo Aviation will send You via e-mail your access details. Indigo Aviation may refuse any registration application or any amendment to the Users at its sole discretion.

## **2. PROVISION OF THE MARKETPLACE**

1. Indigo Aviation agrees to provide You with access to the Marketplace in accordance with these Terms and Conditions.
2. Indigo Aviation cannot guarantee that the Website and the Marketplace will never be faulty but Indigo Aviation will endeavour to correct reported faults as soon as reasonably practicable. If a fault occurs You should report the fault to Indigo Aviation.
3. The Marketplace is accessed via the Internet. Indigo Aviation cannot accept responsibility for any delay or inability to access or use the Marketplace for any reason.
4. Indigo Aviation may temporarily suspend access to the whole or any part of the Website for any reason at its sole discretion. Indigo Aviation may, but shall not be obliged to, give You as much notice as is reasonably practicable. Indigo Aviation will endeavour to restore access to the Website as soon as reasonably practicable after temporary suspension. Indigo Aviation shall not be liable to You for any loss, whatsoever or howsoever incurred, which You may incur as a result of such suspension or delay.
5. Indigo Aviation may vary the technical specification of the Marketplace from time to time.

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### **3. SECURITY**

1. You are responsible for ensuring that no unauthorised access is obtained to the Website and/or the Marketplace through your Access Privileges. You will be entirely liable for all activities conducted through your Access Privileges, whether authorised by You or not.
2. In order to access the Website and use the Marketplace You will receive your unique Passwords by e-mail from Indigo Aviation. You are responsible for the security and proper use of these Passwords and must take all necessary steps to ensure that they are kept confidential, are used properly and are not disclosed to unauthorised parties.
3. You must inform Indigo Aviation immediately if You have any reason to believe that the Passwords have become known to someone not authorised to use them or if the Passwords are being, or are likely to be, used in an unauthorised way. If Indigo Aviation, at its sole discretion, has reason to believe that there is likely to be a breach of security or misuse of the Marketplace, Indigo Aviation may change your Passwords immediately and will notify You accordingly.
4. If You forget any of your Passwords, by contacting Indigo Aviation and satisfying the security checks which Indigo Aviation operates, You will be given new Passwords to enable You to access the Website and use the Marketplace.

### **4. USE OF DATA**

1. The details You provide to Indigo Aviation will be stored on computer and used to provide access to the Marketplace. Please refer to the Privacy Policy for details of how your data will be used and processed by Indigo Aviation.

### **5. USE OF THE MARKETPLACE**

1. The Website and the Marketplace enable access to content which may be protected by copyright, trade mark and any other intellectual property and related rights. You shall use the Website, the Marketplace and the content for your own internal business purposes only and comply with all other instructions regarding use of the Website, the Marketplace and the content. You shall not permit anyone else to copy, store, modify, transmit, distribute, broadcast or publish any part of the content.
2. You agree to use the Website and the Marketplace for lawful purposes only, and in a manner which does not infringe, restrict or inhibit access to, or use of, the Website and/or the Marketplace by any other persons.

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## **6. SUSPENSION AND TERMINATION**

1. In addition to any other rights Indigo Aviation may have, Indigo Aviation can suspend or terminate your Passwords and your Access Privileges immediately without notice.

## **7. LIABILITY**

1. While Indigo Aviation will use all reasonable skill and care in the creation and supply of the Website, the Marketplace and the content, You are solely responsible for evaluating the suitability, accuracy and completeness of any content and Indigo Aviation does not give any warranty as to its suitability, accuracy or fitness for any purpose.

2. Indigo Aviation excludes all liability whether in contract, tort (including liability for negligence) or otherwise for the suitability, accuracy or fitness for any purpose of the Marketplace and any content.

3. Indigo Aviation excludes all liability for any type of loss of revenue including but not limited to loss of business revenue, profits, loss of opportunity, anticipated savings or wasted expenditure, corruption or destruction of data or for any other indirect or consequential loss whatever.

4. Save as expressly specified in these Terms and Conditions, all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

## **8. INDEMNITY**

1. You agree to indemnify Indigo Aviation against any and all claims, losses or expenses, including but not limited to pre-litigation costs and expenses, or legal proceedings arising from any use by You of the Marketplace, the Website and the content which are brought or threatened against Indigo Aviation by another person.

## **9. GENERAL**

1. Indigo Aviation may modify any website address used for the Website and the Marketplace at any time. By continuing to use the Website following any such modification, You will be deemed to accept such modification.

2. You are not allowed to transfer or assign or attempt to transfer or assign Your access rights in whole or in part. You shall not re-sell or attempt to re-sell any content to any other person.