

WEBSITE TERMS OF USE

AXIS Aviation (Pty) Ltd

www.AXIS-aviation.co.za | Effective date: 20 July 2026

1. Please read these Terms of Use ("Terms") carefully before using this website. These Terms constitute a legally binding agreement between you ("you", "user", or "visitor") and AXIS Aviation (Pty) Ltd ("AXIS Aviation", "we", "us", or "our"), governing your access to and use of www.AXIS-aviation.co.za and any related subdomains, content, features, tools, and services made available through the site (collectively, the "Website").
2. By accessing or using the Website, you confirm that you have read, understood, and agree to be bound by these Terms and by our Privacy Policy, which is incorporated into these Terms by reference. If you do not agree to these Terms, you must not access or use the Website.

3. About This Website

- 3.1. AXIS Aviation is an aviation management and support company operating in Southern and Central Africa. The Website provides information about our products and services, related aviation industry news and updates.
- 3.2. The content on the Website is provided for general informational and marketing purposes and does not constitute technical, maintenance, airworthiness, regulatory, financial, or professional advice.

4. Acceptance of and Changes to These Terms

- 4.1. By using the Website, you agree to these Terms in full. If you are using the Website on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms.
- 4.2. We may amend these Terms at any time, in our sole discretion, by posting the revised Terms on the Website with an updated effective date. Material changes will, where practicable, be highlighted or notified through the Website. Your continued use of the Website after any changes take effect constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically.
- 4.3. We may also update, suspend, restrict, or discontinue the Website (or any part of it) at any time without notice or liability.

5. Eligibility

The Website is intended for use by individuals who are at least 18 years old, or who have the legal capacity to enter into binding agreements under the laws applicable to them. By using the Website, you represent that you meet this requirement. Where any part of the Website is directed at businesses (for example, aircraft owners, operators, or maintenance customers), you further represent that you have the requisite authority to act on behalf of that business.

6. Permitted Use of the Website

- 6.1. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and make personal, non-commercial use of the Website.

- 6.2. You agree not to, and not to permit any third party to:
- 6.2.1. copy, reproduce, republish, frame, distribute, or publicly display any part of the Website except as expressly permitted;
 - 6.2.2. modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Website or any software used to provide it;
 - 6.2.3. use any automated system, including "robots", "spiders", or "offline readers", to access the Website in a manner that sends more request messages than a human could reasonably produce in the same period;
 - 6.2.4. attempt to gain unauthorised access to any portion of the Website, other accounts, computer systems, or networks connected to the Website;
 - 6.2.5. introduce any virus, malware, trojan horse, worm, or other material that is malicious or technologically harmful;
 - 6.2.6. use the Website to transmit unsolicited commercial communications, or for any fraudulent, unlawful, defamatory, obscene, or otherwise objectionable purpose;
 - 6.2.7. interfere with or disrupt the operation of the Website or the servers or networks used to make it available;
 - 6.2.8. remove, obscure, or alter any proprietary notices (including copyright and trademark notices) appearing on the Website; or
 - 6.2.9. use the Website in any manner that could damage, disable, overburden, or impair it, or that could bring AXIS Aviation into disrepute.
- 6.3. We reserve the right, without notice, to restrict, suspend, or terminate your access to the Website if we reasonably believe you have breached these Terms.

7. Aviation-Specific Disclaimers

Given the safety-critical nature of the aviation industry, the following disclaimers apply in addition to the general disclaimers:

- 7.1. No Reliance for Airworthiness, Maintenance, or Flight Decisions Information published on the Website concerning aircraft, charter, flight operations, or general aviation news is provided for general information purposes only.
- 7.2. You must independently verify all technical, regulatory, and safety-related information with the appropriate manufacturer, maintenance provider, or regulator before making any decision relating to the airworthiness, or operation of any aircraft.
- 7.3. Any information on the Website is illustrative only and does not constitute an offer capable of acceptance, a quotation, or a binding representation. Any actual purchase, sale, inspection, or warranty arrangement will be governed exclusively by a separate written agreement signed by the parties, which will take precedence over any statement made on the Website.

8. Intellectual Property

- 8.1. Unless otherwise indicated, all content on the Website, including text, graphics, logos, images, photographs, audio, video, software, page layout, and the compilation and arrangement thereof (collectively, the "Content"), is owned by or licensed to AXIS Aviation and is protected by South African and international copyright, trademark, and other intellectual property laws.
- 8.2. "AXIS Aviation", associated logos, and other marks displayed on the Website are trademarks of AXIS Aviation or its affiliates. Third-party trademarks referenced on the Website belong to their respective owners.
- 8.3. Except as expressly permitted under these Terms or applicable law, no Content may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means without our prior written permission.

9. No Warranties

- 9.1. THE WEBSITE AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR THAT THE WEBSITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.
- 9.2. We do not warrant that the Website is free of viruses or other harmful components, and you are responsible for implementing appropriate safeguards, including antivirus software, to protect your own systems.
- 9.3. Nothing in these Terms limits or excludes any warranty, guarantee, or other right that cannot lawfully be excluded, including consumer rights that may apply under the Consumer Protection Act 68 of 2008 ("CPA") where you are a "consumer" as defined in the CPA and the CPA applies to the transaction in question.

10. Limitation of Liability

- 10.1. To the maximum extent permitted by applicable law, AXIS Aviation, its directors, employees, agents, affiliates, and licensors will not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, or for any loss of profits, revenue, data, business opportunity, or goodwill, arising out of or in connection with your access to or use of (or inability to access or use) the Website, whether based on contract, delict (tort), strict liability, or otherwise, even if advised of the possibility of such damages.
- 10.2. To the maximum extent permitted by applicable law, our total aggregate liability arising out of or in connection with the Website, however arising, shall not exceed ZAR 1,000 (one thousand South African Rand).
- 10.3. Nothing in these Terms excludes or limits liability for: (a) death or personal injury caused by our gross negligence or wilful misconduct; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be excluded or limited under South African law.
- 10.4. The limitations in this Section 10 apply regardless of whether a claim arises under these Terms, and are separate from and do not override any distinct liability terms contained in a signed aircraft sale, maintenance, membership, or service agreement between you and AXIS Aviation.

11. Indemnity

You agree to indemnify and hold harmless AXIS Aviation and its directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal fees, arising out of or in any way connected with: (a) your breach of these Terms; (b) your misuse of the Website; or (c) your violation of any applicable law or the rights of any third party.

12. Third-Party Links and Content

The Website may contain links to third-party websites, services, or resources (including manufacturer or partner websites) that are not owned or controlled by AXIS Aviation. We are not responsible for the content, accuracy, or practices of any third-party site, and inclusion of a link does not imply endorsement. Your use of any third-party website is at your own risk and subject to that site's own terms and privacy policy.

13. User Submissions and Contact Forms

- 13.1. Where the Website allows you to submit information through contact, enquiry, or similar forms, you agree to provide accurate and current information and not to submit content that is unlawful, defamatory, infringing, or otherwise objectionable.
- 13.2. Any personal information you submit will be processed in accordance with our Privacy Policy and applicable data protection laws, including the Protection of Personal Information Act 4 of 2013 ("POPIA"). By submitting personal information through the Website, you consent to such processing to the extent required by law.
- 13.3. Any non-personal feedback, suggestions, or ideas you submit to us regarding the Website or our services may be used by us without restriction or compensation to you.

14. Privacy

Your use of the Website is also governed by our Privacy Policy, which explains how we collect, use, store, and protect personal information in compliance with POPIA. Please review the Privacy Policy, which is incorporated into these Terms by reference.

15. Termination

We may suspend or terminate your access to all or part of the Website at any time, with or without notice, for any reason, including if we believe you have violated these Terms. Sections that by their nature should survive termination will survive any termination of these Terms.

16. Governing Law and Jurisdiction

These Terms, and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Republic of South Africa. You agree to submit to the non-exclusive jurisdiction of the courts of South Africa in respect of any such dispute, without prejudice to any mandatory consumer protection rights you may have in your place of residence.

17. General

- 17.1. Severability: If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, that provision will be severed, and the remaining provisions will continue in full force and effect.

- 17.2. No Waiver: Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision.
- 17.3. Assignment: You may not assign or transfer these Terms without our prior written consent. We may assign these Terms without restriction.
- 17.4. Entire Agreement: These Terms, together with our Privacy Policy and any other legal notices published on the Website, constitute the entire agreement between you and AXIS Aviation regarding your use of the Website, superseding any prior agreements regarding the Website.
- 17.5. Force Majeure: We will not be liable for any failure or delay in performance caused by circumstances beyond our reasonable control.

18. Contact Us

If you have any questions about these Terms, please refer to the Website's contact page for our current postal address, telephone number, and email address.

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