

Terms of use & disclaimer

1. Introduction

1.1. Please read the following Terms of Use carefully.

1.2. In these Terms of Use:

(a) "we", "our" and "us" means Air Cargo Green Capabilities, a company registered in Luxembourg with company registration number B 8916. Our registered office is at **17, Boulevard Grande-Duchesse Charlotte, L-1331, Luxembourg.**

(b) "you" and "your" means a user of the website at aircgc.com and its subdomains (the "Website").

1.3. These Terms of Use set out the terms and conditions on which we agree to make available and you agree to access and use the Website.

2. Acceptance of the terms of use:

2.1. By using the Website, you agree to be legally bound by these Terms of Use and you agree to the processing of your personal data in accordance with our Data Privacy Statement.

2.2. If you do not agree with these Terms of Use or our Data Privacy Statement, you should not use the Website.

3. Amendments to website and terms of use

We reserve the right, at any time and without prior notice, to modify, improve the information and other content of the Website or amend these Terms of Use. If we do, we will publish the changes on the Website. It is your responsibility to check the Website periodically for changes to these Terms of Use. The date at the top of this webpage indicates when these Terms of Use were last updated. Amendments to these Terms of Use will take effect immediately on the date we publish the amendments on the Website. Accordingly, your continued access or use of the Website is deemed to be your acceptance of the modified Terms of Use.

4. Your obligations

You agree not to:

- a) use or access the Website for any fraudulent or unlawful purpose;
- b) use or access the Website to impersonate any person or entity;
- c) interfere with or disrupt the operation of the Website or access to it;
- d) transmit or otherwise make available in connection with the Website or access to it any virus, worm, Trojan horse, time bomb, spyware, or other harmful computer code, file, or program;
- e) restrict or inhibit the ability of any other person to access or use the Website;
- f) modify, adapt or translate any portion of the Website;
- g) remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Website.

5. Links

From time to time, the Website may include links to third party websites. These links are provided for your convenience only and do not signify that we endorse such third party websites. We do not review such third party websites and you acknowledge and agree that:

- a) we are not responsible for such websites, including the terms on which such websites are made available and the privacy policies of such websites, and do not control their content or availability;
- b) we make no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites;
- c) if you access any such websites, you do so entirely at its own risk.

6. Legal disclaimer

6.1. Nothing in these Terms of Use is intended to exclude or limit our liability for death or personal injury caused by our negligence, for fraudulent misrepresentation or for any other liability that cannot be excluded or limited by law.

6.2. The information contained within the Website has been compiled in good faith by us, is to the best of our knowledge accurate at time of publication and is for information purposes only. Save as expressly provided in these Terms of Use, the Website is made available to you on an "as is" basis. We disclaim and do not accept any liability to you in respect of the Website, your use of it or otherwise. It is your responsibility to ensure that the Website is suitable for your intended purposes. We accept no liability as to the suitability or fitness of the Website in meeting your needs

and we exclude to the fullest extent permissible by law all express or implied warranties, representations, conditions or terms. We give no warranty:

- a) that access to the Website will be uninterrupted or error-free;
- b) that the Website and/or the computer server from which the Website are made available, are free of viruses or other harmful components; or
- c) as to the accuracy, content, timeliness, completeness, reliability, quality or suitability of any content contained in or delivered via the Website or otherwise made available in connection with the Website.

6.3. You also acknowledge and agree that the operation of the Website is dependent upon the proper and effective functioning of the internet and other third party equipment and services, and that we do not guarantee and will not be liable for these in any way.

6.4. Subject to Clause 6.1, and without limitation to Clause 6.2, we will not be liable to you for any special, indirect or consequential losses or damages, or any loss of data, profits, revenues, business, or goodwill.

7. Intellectual property rights

All trademarks, copyrights, database rights and other intellectual property rights in the Website and copyright in all material stored, displayed and accessible on the Website is either owned us or duly licensed by third parties. All such rights are reserved.

7.1. Non-commercial use:

However, the contents of this website may be downloaded, printed or copied for personal, non-commercial use.

7.2. Use of Photographic Material:

All photos that have been made available for download are copyrighted and are intended for use as illustration for articles and features pertaining to Air Cargo Green Capabilities. Any other commercial use of these images requires the written permission of Air Cargo Green Capabilities.

Private, non-commercial downloading and utilization of the photos, does not require prior notification to Air Cargo Green Capabilities.

Alterations or modification to the aircraft depicted, in particular to its paint scheme, are explicitly prohibited in all circumstances.

The copyright owner's name must be included alongside the photograph upon publication in all circumstances.

For inquiries or comments please contact sales@aircgc.com

8. Warning concerning fraudulent “ pet shipping” emails and online scams.

It has come to our attention that the Air Cargo Green Capabilities name and logo has been used in several fraudulent schemes proposing transportation services for pets or motor vehicles for individuals. Some examples of scam messages include:

“Flight details for your Siberian husky puppies”;

“Pending shipping and payment notification of your male (kiki) Siberian husky puppy to be delivered to your home today”;

“Pomeranian puppy (pet insurance)”;

“Air Cargo Green Capabilities Guarantee Program, USA” (motor vehicle); or <http://www.tonyorkies.webs.com/> claiming to be “The Air Cargo Green Capabilities Pet Shipping Agency”.

The fraudsters often require payment via Western Union to beneficiaries in Africa or by reloadit cards.

Such emails or websites are not from Air Cargo Green Capabilities and we are not working with or connected to the organizers of these fraudulent schemes, which constitute unauthorized uses of our company name, trademarks and imagery. Air Cargo Green Capabilities does not provide such services to the general public, neither under its own name nor via specialized “pet shipping agencies”. We accept no liability whatsoever for any claim in relation to such scams.

9. Governing law

These Terms of Use and any dispute or claim arising out of or in connection with these Terms of Use or their subject matter (including non-contractual disputes or claims) are subject to Laws of Luxembourg without giving effect to any principles of conflicts of laws and to the exclusive jurisdiction of the courts of Luxembourg City.