

MYSOCATA USER POLICY

This is the user policy, hereinafter referred to as “User Policy”.

RECITAL:

- A. This User Policy explains the rules governing the access to and use of mysocata.com, hereinafter also referred to as the “Website”, including the actions that Daher-Socata may take, within its sole discretion, for any use that Daher-Socata deems unacceptable. Daher-Socata encourages the User to read this User Policy.
- B. Daher-Socata endeavors to improve the communication between our customers, visitors, network partners and employees.
mysocata.com is offered to the User, conditioned on acceptance of the terms and conditions of this User Policy, without modification. Daher-Socata reserves the exclusive right to offer the Website directly to the User or through its authorized network partners.
- C. The User is hereby notified that Daher-Socata may request personal Data from him. Data collected are subject to a Data processing treatment for the purpose of, *inter alia*, respond to the User’s needs, manage the access to restricted areas of the Website, reply to the “feedback comment” and/or register the User in a member account.
The User benefits from a right of access to and rectification of his personal Data archived by Daher-Socata. In order to use this right, the User should contact Daher-Socata representatives at mysocata@socata.daher.com.

ARTICLE 1. DEFINITIONS

As used in for the sole purpose of the User Policy, and unless otherwise provided, the capitalised terms, singular or plural, used in this User Policy, shall have the meanings set out below:

Cookie means a small text file stored on the User’s computer that makes it easy for the User to move around the Website without continually re-entering his name, password, and/or his preferences.

Confidential Information has the meaning as set out in the Article 6.

Content means, without limitation and by example, any contents, materials, texts, documents, forms, information, advices, know-how, descriptions, presentations, images, graphics, design drawings, pictures, icons, and other files of any kind, and any other information provided from or on mysocata.com or available through the Website, excluding the Mandatory Information. Content does not constitute any definitive or official statements expressed by Daher-Socata. To further inquire reliable information, the User may contact any Daher-Socata representatives.

Daher-Socata means **Socata North America Inc.** and all other entities (subsidiaries, affiliates, ...)

Data means the Data automatically collected online, the Data collected from interactive Forms or the other Data Daher-Socata may collect, concerning the User.

Dispute has the meaning as set out in the Article 9.

User means the customer, network partners and any person who have access to MySocata.com.

ARTICLE 2. CODE OF CONDUCT OF THE USER – STATEMENT OF THE USER

- 2.1** The Article 2.1 governs the behaviour of the User whilst connected to the Website. The User commits to respect the Code of Conduct; otherwise, Daher-Socata shall be entitled, within its sole discretion and without prior notice, to immediately suspend, block or terminate the access of the User to the Website, according to the Article 8.

- 2.1.1 User shall use the Website for lawful purposes only, in accordance with the User Policy.
- 2.1.2 User shall use the Website as permitted by applicable local, state, federal and/or international laws.
- 2.1.3 User shall not use the Website to conduct and/or attempt to conduct any business or activity and/or solicit the performance of any activity prohibited by applicable local, state, federal and/or international laws.
- 2.1.4 User shall not to, knowingly and without authorization, alter, damage, or destroy Daher-Socata's computer system, network, software, program, documentation and/or information contained therein.
- 2.1.5 The User shall apply the restrictions set out in the ARTICLE 6 "CONFIDENTIALITY".

2.2 STATEMENT OF THE USER

- 2.2.1 As the performance of this User Policy may imply cross-border transfer of personal Data.
- 2.2.2 The User agrees that any Dispute shall be determined and settled in accordance with the Article 9 of the User Policy.
- 2.2.3 User understands that for information update and accuracy, any previously published Content in the Website is deemed deprecated and does not whatsoever constitute a legal piece of reliable information. In order to use reliable information source, the User shall consult any revised Content published on mysocata.com.

ARTICLE 3. CODE OF CONDUCT OF DAHER-SOCATA

Daher-Socata principal purpose for collecting personal Data online is to provide to the User with what he needs and wants, and to ease the use of the Website. If the User feels Daher-Socata is not abiding by the User Policy, User may contact Daher-Socata representatives via email at mysocata@socata.daher.com.

3.1 Daher-Socata shall use the Data collected to respond to the User, regarding the reason he contacted Daher-Socata. Daher-Socata shall not share Data collected with any third party, other than those necessary to fulfil request, as for example to ship an order and/or to solve a concern with a network partners. Daher-Socata shall commonly use Data collected for the purpose intended or the purpose required under the law. In order to learn more about the use of the Data collected, the User should read the Article 4 of the User Policy.

3.2

3.2.1 Daher-Socata is the sole owner of the Data collected on mysocata.com. Daher-Socata only has access to the Data that User gives us via email or other direct contact. Daher-Socata shall not sell or rent Data collected.

3.2.2 Nevertheless, Daher-Socata may share personally identifiable Data with representatives within the Daher-Socata's Operating Administrations and related entities, other federal government agencies, or other named representatives as needed to speed your request or transaction. In a government-wide effort to fight against security and virus threats, Daher-Socata may share Data collected automatically, such as IP address, with other federal government agencies. Moreover, the law may require Daher-Socata to share Data collected with authorized law enforcement, homeland security, and national security activities.

3.3 Properly securing the Data collected online is a primary commitment. In order to fulfil this purpose, Daher-Socata shall:

- (i) Employ internal access controls to ensure the only people who see the Data collected are those with a “need to know”, in order to perform their official duties, and
- (ii) Train relevant personnel on our privacy and security measures to know requirements for compliance, and
- (iii) Secure the areas where Daher-Socata holds hard copies of Data collected online, and
- (iv) Perform regular backups of the Data collected online to insure against loss, and
- (v) Use technical controls to secure the Data collected online including but not limited to Secure Socket Layer (SSL), Encryption, Firewalls, and Password protections, and
- (vi) Test our security procedures to ensure personnel and technical compliance, and
- (vii) Employ external access safeguards to identify and prevent software piracy and/or computer hacking.

3.4 Daher-Socata may:

- (i) Amend this Policy at any time and without notice to the User, and/or
- (ii) Change, at any time and without notice to the User, the Website Content.

ARTICLE 4. DATA COLLECTED

Throughout the Website, Daher-Socata shall let User know whether the Data requested is voluntary or required. When the User is providing his personal identifiable Data, the User grants to Daher-Socata his consent to use this Data. Daher-Socata shall ask the User to grant his consent before any use of the Data collected for any secondary purpose, other than those required under the law.

4.1 Daher-Socata automatically collects Data about the User visit that does not identify him personally. Daher-Socata will also know the date, time, and pages visited by the User. This Data helps us to design the Website and to suit User’s needs. In the event of a known security or virus threat, Daher-Socata may collect Data on the Internet concerning the User.

4.2 Daher-Socata may request and collect the following categories of personal Data:

- (i) Contact information, and/or
- (ii) In order to confirm his identity, the User’s License numbers or any other information available by the User’s official documents, and/or
- (iii) Aviation-related information, in order to determine if the User is, a customer, a network partner, a flight instructor, a mechanic or an employee of Daher-Socata.

4.3 Data collected from interactive forms:

mysocata.com may offer interactive forms that let voluntarily submit personal Data, such as, *inter alia*, email address and/or name of the User organization. It may occur when the User registers, by example, for conferences, workshops, or training sessions offered by Daher-Socata, orders publications from Daher-Socata, or submits his comments to various web discussion forums.

In such a case, Daher-Socata shall only use Data collected for the expressed purpose for which it is intended. However, if the User provides to Daher-Socata his name, email address, or other personal Data when he leaves a comment to a Daher-Socata web discussion forum, then, Daher-Socata may post this information along with his comment.

4.4 Cookies or other tracking devices:

Daher-Socata only uses “session” Cookies on the Website. “Session” Cookies means that Daher-Socata stores the Cookie in the User’s computer, only when the User is using the Website. Once the User turns off his computer or ceases to use the Internet, the Cookie disappears with his personal Data.

ARTICLE 6. CONFIDENTIALITY

- 6.1** The use of the Website, the access to the Content and the Mandatory Information are services granted to the User for its own personal use and convenience.
The Website Content published in mysocata.com and the Mandatory Information, whatsoever their forms, subjects, natures, hereinafter also referred to as “Confidential Information”, are confidential.
The User commits to maintain confidential the Confidential Information as described above, and shall use it exclusively for a rightful purpose.
- 6.2** However, the User is entitled to disclose such Confidential Information only if the User obtains the prior written approval of Daher-Socata.
- 6.3** Confidential Information shall remain the property of Daher-Socata.
- 6.4** The User hereto shall not, without the prior written consent of Daher-Socata:
- (i) Disclose such Confidential Information to any third Party, in whole or in part, and
 - (ii) Use in whole or in part, Confidential Information disclosed by Daher-Socata to manufacture or enable manufacture by himself or third parties of the Daher-Socata’s products or items, products similar thereto, or products derived therefrom, or to perform any services relating to the products or equipment of Daher-Socata, and
 - (iii) Use in whole or in part, Confidential Information to reproduce, redesign, reverse engineer or manufacture any products or equipment of Daher-Socata.

ARTICLE 7. WARRANTY DISCLAIMER - LIMITATION OF LIABILITY

- 7.1** The Website is provided to the User for an information purpose only. Daher-Socata does not warrant or represent that:
- (i) The Content is accurate, reliable and/or complete, and
 - (ii) The Content is up-to-date or current, and
 - (iii) The Content is free from technical inaccuracies or typographical errors, and
 - (iv) The Content is free from changes caused by third party, and
 - (v) The Website will be uninterrupted, problem-free, free of omissions, and/or error free.
- 7.2** Daher-Socata does not assume any liability for these matters. In other words, User uses the Website at his own risk. Under no circumstances, including, but not limited to negligence, shall Daher-Socata liable for any direct or indirect, special, incidental, exemplary and/or consequential damages, including, but not limited to loss of data and any deterioration or infection by viruses, resulting from any use of the Website Content.
- 7.3** The Website Content is provided “as is”, “as available”, and without warranties of any kind, either expressed or implied.

ARTICLE 8. TERMINATION



8.1 Daher-Socata reserves the right, within its sole discretion, to suspend or block the access of the User to the Website, without notice. In addition, Daher-Socata is entitled to immediately terminate the User's use of the Website in the event of any conduct by the User which Daher-Socata, at its sole discretion, considers to be unacceptable, or in the event of any breach by the User of any term of the User Policy.

8.2 Notwithstanding the foregoing, the Article 7 "WARRANTY DISCLAIMER - LIMITATION OF LIABILITY" and the Article 9 "APPLICABLE LAW – SETTLEMENT OF DISPUTES" shall survive after the expiration of the User Policy.

ARTICLE 9. APPLICABLE LAW – DISPUTE SETTLEMENT

9.1 The User Policy shall be governed by the substantive law of the State of New York without reference to its conflict of law rules.

9.2 In the event of any dispute, controversy or claim, hereinafter referred to as "Dispute", arising out of or in connection with the User Policy, such Dispute shall be determined and settled exclusively by the Federal Court of New York.

ARTICLE 10. MISCELLANEOUS

10.1 SEVERABILITY

Any provision of the User Policy prohibited by, or unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from the User Policy and rendered ineffective so far as is possible without modifying the remaining provisions.

10.2 AMENDMENTS

According to the Article 3.4, Daher-Socata may modify, at any time and without notice to the User, this User Policy.