



## Digicast Subscription Terms and Conditions

### 1. Acceptance of Terms

Welcome to [www.antndigicast.com](http://www.antndigicast.com) ("ANTN Digicast"), a subscription based service where training, news, and information is provided. This agreement ("Agreement") is between the American Association of Airport Executives (AAAE) and its subsidiaries and affiliated entities (collectively, "AAAE", "we" or "ours") and you and your agents ("you" or "yours") for the use of this website (the "Site"). This Agreement includes any guidelines or rules posted and updated on the Site by AAAE from time to time. By paying for a subscription or using the Site, you agree to this Terms and Conditions Agreement. You can review the most current version of this Agreement at any time at the Site.

### 2. Ownership of Site and Restrictions on Use of Content

The Site is owned by AAAE. You acknowledge that this website may contain information, communications, software, photos, text, video, graphics, music, sounds, images and other material and services (collectively "Content"), which is generally provided by AAAE or by licensors of AAAE. You agree and acknowledge that, notwithstanding that AAAE permits access to the Content, the Content or its use or the use of this Site is protected by patents, copyrights, trademarks and other proprietary rights (including intellectual property rights), that these rights are valid and protected in all media now existing or later developed, and that except as specifically provided in this Agreement, your use of the Content shall be governed and constrained by applicable patent, copyright, trademark and other intellectual property laws. Modification or use of the Site and/or the Content for any commercial purpose is a violation of patent, copyright and other proprietary rights owned by AAAE and third parties, and any modification or use of the Site and/or the Content for reproduction purposes of any kind is prohibited.

### 3. Access to Site, Payment, Renewal and Termination of Access

In order to obtain access to the Site, you must subscribe to ANTN Digicast and pay a monthly, quarterly or annual subscription fee according to the subscription and payment options below. Subscription fees are based on airport hub size as defined and designated by the Federal Aviation Administration, with the initial subscription fee being due and payable immediately upon invoice receipt. In the case of payment by credit card, such fees will be charged upon receipt of this Agreement and automatically thereafter according to the payment option selected and renewal terms set forth herein.

The term of this subscription shall commence upon the first date of billing and shall automatically be extended for the billing term selected, unless, not less than 30 days prior to such renewal date, you give notice in writing of your intent not to extend this



Agreement. Notwithstanding other provisions of this Agreement, ANTN may, for any reason, decline to continue offering services to you after 30-days written notice.

You agree that you will be responsible for maintaining your user account as confidential and for any activity that occurs as a result of your enabling or permitting another person or entity to use your account. You agree to immediately notify us in the event that (i) your account is lost or stolen, or (ii) you become aware of any unauthorized use of your account or of any other breach of security that might affect the Site. AAAE is not responsible for any loss or damage arising from your failure to comply with the provisions of this Section.

You acknowledge and agree that AAAE may terminate your access privileges and remove and discard any Content without notice to you for any reason, including without limitation, if (i) AAAE believes that you have violated any provision of this Agreement and/or (ii) you have otherwise acted or failed to act in any manner that AAAE deems objectionable. You agree that any termination of your access to the Site shall not result in any liability or other obligation of AAAE to you or any third party in connection with such termination.

#### **4. Privacy Policy**

View the ANTN Digicast Privacy Policy. The terms and conditions of the Privacy Policy are hereby incorporated by reference herein.

#### **5. Disclaimer of Warranties**

The use of the Site is solely at your own risk. The Site is provided on an "as is" basis. AAAE expressly disclaims all warranties of any kind with respect to the Site, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. AAAE makes no warranty that the Site and/or any content therein will meet your requirements, or will be uninterrupted, timely, secure, current, accurate, complete or error-free or that the results that may be obtained by use of the Site and/or any content therein will be accurate or reliable. You understand and acknowledge that your sole and exclusive remedy with respect to any defect in or dissatisfaction with the Site is to cease using the Site.

#### **6. Limitation of Liability**

You expressly understand and agree that AAAE shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data loss or other losses (even if AAAE has been advised of the possibility of such damages) resulting from: (i) the use or inability to use the Site, (ii) the cost of procurement of any substitute products and/or services resulting from any products, data, information or services obtained or which you were



unable to obtain or transactions effected or failed to be effected, (iii) any link provided in connection with the Site or (iv) any matter otherwise related to your use of the Site.

## 7. Your Conduct on the Site

In the event that AAAE permits you to upload, post, email or otherwise transmit content, data, information or other materials (collectively, "User Content") for display on the Site otherwise, you will be responsible for all such User Content that you upload, post, email or otherwise transmit using the Site. Likewise, you are responsible for complying with all third party rights with respect to all such User Content that appears on the Site and not to download, email or otherwise transmit such User Content in violation of such third party's rights. By submitting User Content to AAAE, you automatically grant or warrant that the owner of such Content has expressly granted the royalty-free, perpetual, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed for the full term of any rights that may exist in such User Content.

You are expressly prohibited from placing any message in any User Content or any product, good or service or otherwise transmitting through or posting on the Site (including in any email message or any chat or message board posting) any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic or otherwise objectionable material of any kind, including without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law (collectively, "Prohibited Conduct"). Prohibited Conduct expressly includes any transmission to people or other entities on mailing lists that you do not have full rights to use. You agree and acknowledge that AAAE is not responsible or liable to you or any other party or user of the Site for any Prohibited Conduct by you or any other party or user of the Site.

You may not collect or store personal data of other users of the Site without the prior, written permission of such user(s).

You may not directly or indirectly, intentionally disrupt or interfere with the Site in any manner that may adversely affect AAAE or any user of the Site.

You may not upload, post, email or otherwise transmit any material that contains software viruses or any other code, files or programs designed or known to disable, interrupt or limit the functionality of any computer hardware, computer software, or telecommunications equipment or facilities.



#### **8. Your Warranties**

By your use of the Site, you represent and warrant that you have all the rights necessary to receive, use, transmit and disclose all data that you use in any way with the Site. You further represent and warrant that you and your employees' and agents' use of the Site and of any data input into or generated by the Site shall comply with all applicable laws, regulations and ordinances. You agree and acknowledge that you are solely responsible for any liabilities, fines, penalties or forfeitures occasioned by any such violations or lack of rights.

#### **9. Your Responsibilities**

You further agree and acknowledge that you are solely responsible for inputting and retrieving data using the Site, and for the accuracy and adequacy of information and data furnished using the Site. You are responsible for establishing such procedures as you deem appropriate in your professional judgment to verify the accuracy of data transmitted hereunder and to provide backup procedures for any loss of data or unavailability of the Site.

#### **10. Disclaimer of Content**

You understand and acknowledge that AAAE assumes no responsibility to screen or review Content and/or User Content that is originated by parties other than AAAE, and that AAAE shall have the right, but not the obligation, in its sole discretion to review, refuse, monitor, edit or remove any Content and/or User Content that is available on the Site. AAAE expressly disclaims all responsibility or liability to you or any other person or entity for the performance or nonperformance of such Content and/or User Content review. You acknowledge and agree that you assume all risk associated with the use of any and all Content and/or User Content.

#### **11. Display of Products**

We use commercially reasonable efforts to ensure that the colors, design and details of the products displayed on the Site are accurate. However, we cannot and do not guarantee that the colors, font types, design, paper stock and/or detail, as displayed by your monitor, will be accurate and we assume no responsibility whatsoever for such difference in color, design and details.

#### **12. Your Submissions**

If you contact AAAE with information including, without limitation, feedback data (e.g., questions, comments, suggestions or the like) regarding the Site, the content of the Site or any item on the Site (collectively, "User Feedback"), the User Feedback shall be deemed to be non-confidential and AAAE shall have no obligation of any kind with respect to the User Feedback. In addition, you agree and acknowledge that AAAE shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivative works and distribute the User Feedback to others without limitation, and to authorize



others to do the same. Further, AAAE shall be free to use any ideas, concepts, know-how or techniques contained in the User Feedback for any purpose whatsoever, including, without limitation, developing, manufacturing and marketing products and other items incorporating the User Feedback. AAAE shall not be liable or owe any compensation for the use or disclosure of the User Feedback.

### **13. Links**

The Site may provide, or third parties may provide, links to other websites. You acknowledge and agree that such links are provided for your convenience and do not reflect any endorsement by AAAE with respect to the provider of such linked site or the quality, reliability or any other characteristic or feature of such linked site and AAAE is not responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any matter associated with the linked site, including without limitation, the content provided on or through any such linked site or your reliance thereon. AAAE makes no representations or warranties with respect to any linked site. Your use of any linked site is solely at your own risk. In addition, you should be aware that your use of any linked site is subject to the terms and conditions applicable to that site, including the privacy policies (or lack thereof) of such site.

### **14. Jurisdictional Issues**

Unless otherwise specified, the materials, information, products and services available on the Site are solely available in or applicable to the United States, its territories, possessions and protectorates. AAAE makes no representation that materials or information in this Site, or the products and services available on the Site, are appropriate or available for use outside the United States. Those who choose to access the Site from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Software from the Site is further subject to United States export controls. No software from this Site may be downloaded or otherwise exported or re-exported (i) into any country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

### **15. Indemnity**

You agree to defend, indemnify and hold AAAE, its subsidiaries, affiliates, officers, directors, employees and agents, harmless from and against any third party claim, action or demand ("Claim") and all liabilities and settlements related thereto, including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Site and/or its Content and/or User Content. AAAE shall



provide notice to you promptly of such Claim and shall reasonably cooperate with you, at your expense, in your defense of any such Claim

#### **16. Trademark Information**

AAAE and our logo are trademarks of AAAE. Other trademarks are owned by AAAE or its affiliated entities or are used with the permission of their respective owners. You agree not to use or display trademarks without the prior written consent of AAAE or the owner of such mark.

#### **17. Intellectual Property Policy**

AAAE reserves the right to terminate this Agreement in appropriate circumstances if you infringe upon the intellectual property rights of any third party. Pursuant to the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512(c)(2), AAAE's designated agent for notice of alleged copyright infringement in connection with the website is:

AAAE Marketing Department  
Marketing@aaae.org  
703-824-0500

To file a notice of infringement with AAAE, the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 must be fulfilled. The text of this statute can be found at the U.S. Copyright Office website.

#### **18. Miscellaneous**

You understand and agree that AAAE may from time to time establish and revise practices and limitations concerning the Site and your use of the Site. You agree that AAAE shall have no liability for the deletion or failure to store any messages and other communications or other Content or User Content maintained on the Site or transmitted using the Site. This Agreement constitutes the entire agreement between you and AAAE and governs your use of the Site. You also may be subject to additional terms and conditions that may apply when you use third party content or Site available through the Site. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. You and AAAE and any of its affiliates, employees, contractors, officers or directors agree that this Agreement and the relationship between you and AAAE will be governed by the laws of the Commonwealth of Virginia, without respect to its conflict of laws, provisions and that venue with respect to any dispute between you and AAAE will rest exclusively in the state and federal courts located in the Commonwealth of Virginia. The failure of AAAE to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or condition. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to



the Site or this Agreement must be filed within 1 year after such claim or cause of action arose. AAAE may provide notice to you by email or regular mail. The Site may also provide notice of changes to this Agreement at any time and from time to time by displaying notices to you on pages of the Site. The section titles of this Agreement are merely for convenience and will not have any effect on the substantive meaning of this Agreement.

**Monthly Subscription Fee:**

- General Aviation Airport: **\$110**
- Small Hub Airport: **\$385**
- Large Hub Airport: **\$795**
- Colleges/Universities: **\$55**
- Non-Hub Airport: **\$150**
- Medium Hub Airport: **\$565**
- Corporate/ International: **\$99**
- Individual: **\$30**

**Payment Options:**

**Invoice**

- Monthly
- Quarterly
- Annually\*

**Credit Card**

- Monthly
- Quarterly
- Annually\*

**\*5% discount will be applied\***

I agree to the terms and conditions contained in this document

**Customer Contact Information**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

**Billing Information**

Airport/Org: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_





