

Terms and conditions

These terms and conditions ("Terms", "Agreement") are an agreement between Website Operator ("Website Operator", "us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the thepilotincommand.com website and any of its products or services (collectively, "Website" or "Services").

Accounts and membership

If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and use our Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

User content

We do not own any data, information or material ("Content") that you submit on the Website in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all submitted Content. We may, but have no obligation to, monitor and review Content on the Website submitted or created using our Services by you. Unless specifically permitted by you, your use of the Website does not grant us the license to use, reproduce, adapt, modify, publish or distribute the Content created by you or stored in your user account for commercial, marketing or any similar purpose. But you grant us permission to access, copy, distribute, store, transmit, reformat, display and perform the Content of your user account solely as required for the purpose of providing the Services to you. Without limiting any of those representations or warranties, we have the right, though not the obligation, to, in our own sole discretion, refuse or remove any Content that, in our reasonable opinion, violates any of our policies or is in any way harmful or objectionable.

Backups

We are not responsible for Content residing on the Website. In no event shall we be held liable for any loss of any Content. It is your sole responsibility to maintain appropriate backup of your Content. Notwithstanding the foregoing, on some occasions

and in certain circumstances, with absolutely no obligation, we may be able to restore some or all of your data that has been deleted as of a certain date and time when we may have backed up data for our own purposes. We make no guarantee that the data you need will be available.

Advertisements

During use of the Website, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Website. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party.

Links to other websites

Although this Website may link to other websites, we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website, unless specifically stated herein. Some of the links on the Website may be "affiliate links". This means if you click on the link and purchase an item, Website Operator will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their websites. We do not assume any responsibility or liability for the actions, products, services, and content of any other third-parties. You should carefully review the legal statements and other conditions of use of any website which you access through a link from this Website. Your linking to any other off-site websites is at your own risk.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Intellectual property rights

This Agreement does not transfer to you any intellectual property owned by Website Operator or third-parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Website Operator. All trademarks, service marks, graphics and logos used in connection with our Website or Services, are trademarks or registered trademarks of Website Operator or Website Operator licensors. Other trademarks, service marks, graphics and logos used in connection with our Website or Services may be the trademarks of other third-parties. Your use of our Website and Services grants you no right or license to reproduce or otherwise use any Website Operator or third-party trademarks.

Disclaimer of warranty

You agree that your use of our Website or Services is solely at your own risk. You agree that such Service is provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will Website Operator, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Website Operator has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Website Operator and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to Website Operator for the prior one month period prior to the first event or occurrence giving rise

to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

Changes and amendments

We reserve the right to modify this Agreement or its policies relating to the Website or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using the Website or its Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Website and its Services.

Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may do so via the contact form or send an email to info@thepilotincommand.com
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