

General terms and conditions

Version: 1.7.0

Date: 1 July 2018

Definitions

"Services" – the services provided and as described in this document.

"You" – the user of the Services, a person not acting on behalf of a company or organisation.

"Spottingmode" – the supplier of the Services. Spottingmode is a website built and operated by iksmode.

"Membership" – the type of agreement between You and Spottingmode, which determines the availability of the Services and usage levels.

"Upgrade" – an Upgrade is made when You place and finalize an order on the Spottingmode website to acquire a different Membership level, with higher usage levels.

"Sighting" – the recording of one plane, at one specific place, at one specific time, including all complementary information about plane and location.

"Content" – all data uploaded by You to Spottingmode, including Sightings, comments, locations and pictures, excluding any personal information.

"Photosite" – external websites allowing You to upload and manage pictures, not operated by Spottingmode or in any way affiliated to Spottingmode. This includes sites like Flickr and Photobucket.

"App" - an application developed by Spottingmode for use on a mobile device like a smart phone or tablet which can be downloaded and installed through a third party online application store.

Company profile

Company name: iksmode

Address: Hullenbergweg 300, 1101 BV, Amsterdam, the Netherlands

Email: info@iksmode.nl

Chamber of commerce number: 65734106

Tax service number: NL166973543B02

Acceptance of terms

Spottingmode provides the Services defined below to You subject to the following Terms of Service ("TOS"), which may be updated by Spottingmode from time to time without notice to You. You can review the most current version of the TOS at any time at: <http://www.spottingmode.com/terms/>. By accessing and using the Services, you accept and agree to be bound by the terms and provision of the TOS. The TOS are applicable to all offers, contracts and Services provided by Spottingmode to You.

Service description

1. Spottingmode supplies a variety of online database based Services to You. The Services allows You to create a personal profile, add Content to the site through comments, new locations and pictures. You can also create your own collections with Content from the Spottingmode database and download these collections. These downloaded files may be copied and distributed, provided the Spottingmode banner or image is not removed from the downloaded files or the copies thereof. There is no limit to the number of collections You may create. However, Spottingmode does reserve the right to impose a limit at any time if this functionality is abused. If a limit is imposed it will be communicated through the

website.

2. Spottingmode provides an Online Personal Aircraft Database ("OPAD") that allows You to record and manage your plane sightings. When You register at Spottingmode You will automatically get access to OPAD at the free Membership level. This allows recording of Sightings and viewing your Sightings in a variety of views.
The number of Sightings allowed to be stored in OPAD is determined by the Membership level. Once the maximum number is reached no more Sightings can be inserted, nor will it be possible to update existing Sightings. You may delete Sightings from OPAD to allow new Sightings to be inserted. All Membership levels and the accompanying usage levels are marked on the Spottingmode website. These usage levels may change without notice. Changes will not affect already purchased Upgrades. The usage levels for a purchased Upgrade can be found in the invoice and will remain the same for the duration of the contract.
You may export all your Sightings from OPAD into a downloadable file once per the duration of an Upgrade. This is not available in the free Membership. Exports are not possible within the first 30 days of an Upgrade.
3. Spottingmode provides listed overviews of aircraft registrations and construction numbers, called Fleet lists. These Fleet lists are linked to OPAD and the Sightings you record in it. Sighting information is used to display the respective registrations and construction numbers in the Fleet lists in a highlighted manner, so it becomes clear for which planes Sightings have been recorded and for which not.
Fleetlists may be combined into a serial book, of which a pdf can be created and emailed to Your email address. You may decide if your Sightings information is used to highlight registrations and construction numbers in such a pdf.
If You have a Free Membership, You may only create a pdf, free of charge, of a serial book marked as 'special offer'. If You have purchased an Upgrade to Your Membership You may create any number of pdf from any number of serial books.
Spottingmode does reserve the right to impose a limit at any time if this functionality is abused. If a limit is imposed it will be communicated through the website.
4. Spottingmode provides production run downs for download of selected aircraft types. These lists contain all known construction numbers of the selected aircraft type, combined with all known registrations. Sighting information is used to display the respective registrations and construction numbers in the production run downs in a highlighted manner, so it becomes clear for which planes Sightings have been recorded and for which not.
If You purchased an Upgrade to Your Membership You may download these production run downs in a pdf, free of charge.
The aircraft types for which production run downs are available may change at any time.
5. Spottingmode provides the possibility to create a personalized banner. This banner consists of a background picture, the Spottingmode logo or name and some statistics of You linked to Content in the Spottingmode database (for example, but not limited to the number of Sightings You have inserted). By creating a banner You allow Spottingmode to use the statistics You select to be used on the banner. You may place the personalized banner at any website or forum where the owner of that website allows You to use such banners.
You agree not to use inappropriate background pictures (inappropriate background pictures include, but are not limited to, nudity, sexually graphic and abusive images). Spottingmode reserves the right to delete banners that use inappropriate background pictures.

Your registration obligations

By registering with Spottingmode and by purchasing an Upgrade to the Membership, You represent that You are of legal age to form a binding contract and that You have read and understood these TOS. If you purchase an Upgrade to the Membership You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Spottingmode profile form and (b) maintain and promptly update the profile form to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Spottingmode has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Spottingmode has the right to suspend or terminate your Membership and refuse any and all current or future use of the Spottingmode Services (or any portion thereof).

You agree to ensure all Content uploaded to the site by You, including but not limited to comments, location data and pictures, is appropriate to the site and not in anyway offensive or abusive to other users of Spottingmode or Spottingmode itself. Spottingmode retains the right to remove any Content provided by You if the Content is deemed inappropriate. Inappropriate Content includes, but is not limited to: racist, sexually graphic, swearwords or offending remarks. Spottingmode may refuse any further Content from You if your Content was deemed inappropriate at any time.

Spottingmode use of content

By uploading Content to Spottingmode You allow Spottingmode to use the Content in overviews, updates, geographical maps and other lists. Personal information is explicitly excluded from this use and will not be used in anyway. No Content will be traceable to You, unless You specifically allow this.

Linking pictures to Spottingmode from Photosites

This product uses the Flickr API but is not endorsed or certified by Flickr.

You may link photos from Photosites to this website. You may only link pictures from your own accounts on those Photosites, Spottingmode will not allow users to link photos from other user's accounts. You will need to authenticate yourself with the Photosite before being able to link your photos. Spottingmode does not store any user information during this process. After Authentication Spottingmode will save the identification credentials (in a token) in the Spottingmode database. These credentials will only be used to regain access to Photosite next time you wish to link photos and will never be shared with a third party.

You may remove the credentials at anytime through the settings page by clicking on the 'Revoke access' button. All stored credentials will then be removed. This does mean you will need to authenticate yourself again next time you wish to link photos.

You will keep complete ownership and control of all linked photos. Spottingmode will not make copies of the photos.

By linking a photo from Photosite, you authorize Spottingmode to display small versions of these photos on the Spottingmode site, together with other information. You authorize Spottingmode to use these photos until you unlink the photo, remove the photo from Photosite, or revoke the public access to the photo.

Spottingmode reserves the right to remove any linked photos at any time, if the photos are deemed inappropriate.

Data storage

All Content, as well as personal information and other website data managed by Spottingmode resides in data centers in the Netherlands.

Privacy policy

Spottingmode uses the principle of privacy by design. This means only absolute necessary personal data is stored and optionally stored data is not stored unless You allow storage.

Personal data storage

At a number of locations within the Spottingmode website personal data is collected and stored.

1. With every visit of a page the IP address and user id (if You are logged in) are stored. This data is used for statistical purposes and for intrusion detection purposes.
2. Email addresses are used for user account creation and is used as the primary identification of You.
3. Address information is stored with each Upgrade. This is legally mandatory.
4. The user id can be stored with a multitude of data added to the site by You, like comments, new locations, linked planes, etc.
5. Location information as well as date of visit is stored with each Sighting that is inserted by You.

Term of storage

1. Page visit data is archived in the first quarter of every year for the preceding year. When archived, the data is anonymized and IP address and user id are removed. Archived data cannot be traced to You.
2. Your email address is stored as long as Your account is active. Removal of an account, and with that the removal of the email address, may be requested through the contact page. Each request will be handled individually. After removal, data linked to the account can no longer be traced to You.
3. Address information linked to an Upgrade is stored as long as legally required. Each year in the first quarter of the year, address information that is no longer required is erased.
4. User uploaded data which links to the user account through the user id is not automatically removed. It will only be removed when deemed inappropriate for any reason by an administrator. You may remove the link between Your account and the data at any time through the user privacy management page.
5. Sightings and the personal data incorporated in it, are not edited or removed by the system or administrators. Only You can edit or remove the data through the edit and delete pages.

Editing and deletion of data

Most of the stored personal data can either be edited or removed by You through the user privacy management page. In most cases there are three options: full display, anonymous display or anonymous storage. Anonymous storage means that the data stored (like comments, new locations, etc) is no longer linked to Your account. Once such a link has been removed, it cannot be recreated. Inserted Sightings which contain personal data, can be edited by You at any time through the plane log edit pages. Plane sightings are always linked to a specific user. Removing the link between a sighting and You is not possible, completely removing the sighting is possible.

Page visit data cannot be edited by You. All page visits will be anonymized and archived in the first quarter of the next year. This is done automatically.

App specific privacy policy

1. Spottingmode Apps may query Your location to enhance the user experience. Location data will be used within the App to find relative information close by. Location data can be used to request specific information from the Spottingmode server, if stored on the server, it will be stored anonymously. Spottingmode does not track your location and will not share

location data with third parties.

Questions and complaints

Any questions regarding the privacy policy and data retention on the Spottingmode website can be send in through the contact page on the website.

Complaints about the Spottingmode privacy policy may be directed to the Dutch Data Protection Authority (<https://autoriteitpersoonsgegevens.nl/nl/klacht>).

Placing an order

You may upgrade your Membership at any time to enable a higher usage level for OPAD. To place an order You will select the Upgrade to your current Membership. After reviewing the order and accepting these TOS, You can pay for the Upgrade through an external payment provider, acting on behalf of Spottingmode. All data you exchange with the external payment provider will remain confidential between You and the external payment provider. Spottingmode will receive no specific information about your payment method (like credit card number or bank account number) and this information will not be stored by Spottingmode in any way or form.

The order will be firm and closed as soon as You conclude the payment procedure through the external payment provider and Spottingmode receives the confirmation of the successful payment. This confirmation will start the Upgrade and the extra usage levels will be in effect immediately. The final invoice, presented to You in pdf format after successful payment and sent to You by email, together with this TOS will constitute the binding contract between You and Spottingmode.

Revoking a firm order

As soon as an order has been firmed and paid for by You the Upgrade to your Membership is in place. However, You have the right to revoke the order with a full refund until 14 days after the binding contract was closed, without providing a reason. This period starts the moment You conclude the payment (and with that payment close the contract).

If You decide to revoke the order You will:

1. contact Spottingmode through the contact page on the website, or through the email adress provided in this TOS with the request to revoke the order, including the order number as mentioned in the invoice.
2. refrain from using the Services covered by the order from the moment You send the request to Spottingmode to revoke the Upgrade.

Spottingmode will:

1. confirm your revoking of the contract and reset your Membership
2. refund the full amount within 30 days of acceptance of the request.

Spottingmode retains the right to deny the request if You continue using the Services covered by the order after sending Spottingmode the request to revoke the order.

Cost of Services

The free Membership is the default Membership when You first register for Spottingmode. This Membership comes without cost to You. The free Membership can be upgraded at any time to a Membership allowing more use of the Services. Prices for Upgrades are stated in the upgrade page. All quoted prices include applicable taxes. All amounts are paid upfront by You. General price changes will not affect your current contract, but renewals will be made against the then current prices.

Duration, termination and renewal

The free Membership has no duration and can be used by You without time limit. Upgraded Memberships are valid for a duration of 12 months. This duration of 12 months will be calculated from the day of payment, until the preceding day in the next calendar year. Renewals are allowed until the end of the month in which the Upgrade will end. An Upgrade starting on 1 April will therefore end 31 March the next year. An upgrade started on the 2 April will end on 1 April the next year, but will remain available for renewal until 30 April. Days are considered according to the Central European Timezone (CET).

The free Membership can be terminated at any time by You, for any reason without notice. Upgraded Memberships are automatically terminated at the end of the duration of the Upgrade. You may terminate an Upgrade before the end of the duration. Refunds are not possible, unless Spottingmode has violated the TOS.

Upgrades may be renewed from two months before the end of the duration, until the last day of the month in which the Upgrade ends. If the Upgrade is renewed within this period You can use the Services for the specifications as stated in the Upgrade contract without interruption. If You renew later than the last day of the month in which the Upgrade ended, it is considered a new Upgrade and continued use of the Services for the specifications as stated in the Upgrade contract is not guaranteed. Start date of a renewal is the day after your previous Upgrade ends.

Spottingmode will not renew any Upgrade automatically. Every Upgrade ends at the day stated in the Upgrade contract, unless specifically renewed by You.

Complaints

You can report complaints to Spottingmode through the contact page on the website, or through the email address mentioned in this TOS, clearly marked as a complaint, fully described and documented. Spottingmode will confirm and answer every complaint to You by email (provided You are registered with Spottingmode and have provided a valid and current email address) within 14 days of receiving the complaint. Handling of every complaint will remain confidential between You and Spottingmode, unless otherwise agreed. If a complaint cannot be resolved within a reasonable amount of time, You and Spottingmode have the right to take legal action. All Spottingmode Services, the TOS and all complaints are covered solely by Dutch law and regulations.

Copyright statement

All content on this website is copyright protected. You may use the content on your own website, provided you link back to Spottingmode. Location data from Spottingmode may be used on external forums and message boards if the source is clearly mentioned. Downloaded files with content from Spottingmode may be copied, edited and forwarded with the only restriction that the Spottingmode banner (or overlay) is not removed.

Disclaimer

Publication of user provided content does not mean Spottingmode endorses the content nor that the information reflects the views of Spottingmode. Any material or views posted to the Spottingmode site by online users in any context whatsoever represents the personal views of the individual poster only, and as such Spottingmode cannot be held responsible or liable for the content or accuracy of any posted (or any other form of transmitted) material in any way, or for any consequences resulting from its use.

The information on Spottingmode is subject to change at all times. Although every effort is made to ensure accurate and reliable information, Spottingmode cannot be held responsible to any loss or damage resulting from inaccurate or out of date information.