

**LEGAL NOTICE:**

**Airbus Helicopters**, a French company with a share capital of 581,614,047 euros  
Registered with the RCS of Aix-en-Provence under number B 352 383 715  
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**“FORUM” DISCLAIMER:**

**The “FORUM” is a platform reserved for personal posting by Members of the H Pilot Club.**

**By using the Forum, you commit to only making Posts that comply with the Site’s General Terms of Use, which you have accepted, as well as the regulation in effect, particularly with regard to security.**

**You commit to not making Posts that are contrary to public policy, that may put others in danger, or that may be detrimental to others.**

**Forum Posts are not moderated before they appear. You have sole responsibility for the Posts you make.**

**You may flag any content you find abusive by sending a message to the following address: [contact.registration@hpilotclub.com](mailto:contact.registration@hpilotclub.com) or by using the “Report Abuse” link located under each Post.**

## GENERAL TERMS OF USE:

The web site “<http://www.hpilotclub.com>” (hereinafter referred to as the “Site”) is a web site published by the **Airbus Helicopters** company:

A French company with a capital of 581,614,047 euros

Registered with the RCS of Aix-en-Provence under number B 352 383 715

Headquartered at Marseille-Provence International Airport – 13725 Marignane Cedex France and hereinafter referred to as “Airbus Helicopters” for these General Terms of Use (hereinafter referred to as “GTU”)

The Site allows users registered on the Site to become Members of the H Pilot Club and to access certain Members-only services.

To become a Member, all Users must first create a personal account.

## SECTION 1- DEFINITIONS

For the purposes of these General Terms of Use, the following definitions shall apply:

“**Cabin crew personnel**” refers to a qualified crew member, excepting technical crew members who an operator has tasked to give passenger safety instructions during flights.

“**Content**” refers to the totality of content and constituent elements of the H Pilot Club Site, including text, photographs, video, etc.

“**Data**” refers to all information communicated by the User when visiting the site or registering as a Member, as well as all information collected automatically during visits to the Site and stored in the database for the purposes of improving the Site.

“**General Terms of use**” or “**GTU**” refers to the provisions herein, which regulate access to and use of the Site.

“**Helicopter Hoist Operation Personnel**” or “**HHO Personnel**” refers to a member of the technical crew who performs duties during a Helicopter Hoist Operation.

“**HEMS Personnel**” refers to a member of the technical crew assigned to a flight in order to care for anyone requiring medical assistance while being transported by a helicopter and to assist the Pilot during the mission.

“**Member**” refers to any Site user who is registered on the site, whose registration has been approved by Airbus Helicopters, and who meets the conditions laid out in section 4.1.

“**NVIS Personnel**” refers to a member of the technical crew assigned to a NVIS flight.

“**Pilot**” refers to a member of the crew responsible for piloting the helicopter.

“**Post**” refers to anything a Member wishes to submit to Airbus Helicopters to be posted on the Site, whether it be text, audio, photography, or video.

“**Technical personnel**” refers to a member of the crew (excluding flight or cabin personnel) on an HEMS commercial flight, an HHO, or a NVIS operation who an operator has tasked with assisting the Pilot in the helicopter or on the ground during HEMS, HHO, or NVIS and who may require specialized on-board equipment.

“Site” refers to the H Pilot Club web site, which is found at <http://www.hpilotclub.com>

“User” refers any of the Site’s users, whether they are simply visitors to the site or Members.

## **SECTION 2- PURPOSE**

**2.1.** The purpose of these General Terms of Use is to set out rules for the use of the Site and define the relationship between Airbus Helicopters and Users.

**By accessing the Site, Users automatically agree to these GTUs in full and without reservation.**

The GTUs that apply are those which are in effect when the User accesses the Site. The User is therefore urged to consult the GTUs at each visit to the Site.

The GTUs may be modified by Airbus Helicopters whenever necessary. The User recognizes that using the Site further to a modification to the GTUs implies automatic agreement to the modified GTUs.

**2.2.** If a User uses the Site on behalf of an entity (i.e. an association, company, or foundation), the User guarantees that he or she has received all authorizations necessary to accept the GTUs on behalf of the entity for which he or she is using the Site. In such cases, accessing the Site also implies that the entity in question accepts the GTUs without reservation.

## **SECTION 3- INTRODUCTION TO THE SITE**

**3.1.** The Site enables individuals to access the “H Pilot Club” and become Members.

Although all Users can access the Site freely, most of the Site’s features and services are reserved exclusively for Members.

The Site features multiple sections and services:

### **3.1.1 A “News” section:**

News related to the Club will be posted in this section. Members will be able to contribute and submit their Posts to Airbus Helicopters.

### **3.1.2 A “Photographs” section:**

This section allows Club Members to submit Posts, which will then undergo a selection process, with those chosen by Airbus Helicopters being posted online.

### **3.1.3 A “Forum”:**

This section is a space for individual contributions that allows Members to get involved in the H Pilot Club community and share information related to Airbus Helicopters products and services by making personal Posts.

The Posts made on this collective platform are not reviewed before being put online. Each Member is solely responsible for his or her Posts on the Site. Members agree to only make Posts that respect the regulations in effect, particularly with regard to security.

### **3.1.4 Partner services:**

The Site may enable Users to access third-party services managed and published by partners through hyperlinks that connect the Users to the web sites of these partners.

For instance, Airbus Helicopters allows Members to buy the H Pilot Club jacket from a partner.

The User recognizes that the partners' services are managed autonomously by the partners, completely independently from Airbus Helicopters.

As such, Airbus Helicopters is not a party to dealings between the User and the partner, as it does not have authority over the partner nor control the partner's services.

As such, the use of partner services is governed by the contractual terms set out by the partner. The User recognizes and accepts that Airbus Helicopters cannot on any account be held responsible for services provided by partners.

**3.2.** Airbus Helicopters reserves the right to launch new services at any time and to make a newsletter available to its subscribers.

#### **SECTION 4- RIGHTS AND DUTIES OF USERS**

When accessing the Site, the user may simply visit and consult a portion of the Site, or may choose to become a Member for fuller access to services available on the Site.

If a User chooses to become a member, he or she must register online by following the steps required. The Member Account gives the member access to a personal profile page and all the Site's features and services.

#### **4.1. Joining the H Pilot Club:**

##### **4.1.1 Membership conditions and procedures:**

To join the H Pilot Club and become a Member, each user must meet the following conditions:

- Be a natural person,
- Be an adult,
- Hold one of the following professional qualifications:
  - o Pilot,
  - o Cabin personnel,
  - o Technical personnel,
  - o NVIS personnel,
  - o HEMS personnel,
  - o Helicopter hoist operation personnel or HHO personnel.
- Hold a valid pilot's licence or technical licence, a copy of which must be provided to Airbus Helicopters.
- Complete the Member registration form and provide all the required information: last name, first name, sex, nationality, home address, work address, birthday, email address, telephone number, licence number, licencing authority, type of flight or technical licence, civilian or military, licence title, date of issue, country code, note.

Airbus Helicopters may decline to grant a Member's registration if any of this information is missing or incomplete.

Once a Member account, has been created, the Member will receive a confirmation email containing the following information: name, description, image attributed to the account, contact email, login, and profile URL, as well as a copy of the GTUs and the member's password and user names.

The user name and password are confidential; the Member shall take all measures necessary to ensure their confidentiality. Access to the site and its features is strictly personal; the Member is responsible for any unauthorized use of the user name or password in his or her possession.

The Member may request to cancel his or her registration and close the account at any time by email at the following address: [data-protection.helicopters@airbus.com](mailto:data-protection.helicopters@airbus.com)

#### **4.1.2 Duration of registration:**

A Member's registration becomes effective as soon it is authorized by Airbus Helicopters. A User who becomes a Member will receive an email confirming authorization from Airbus Helicopters.

Registration will expire automatically at the end of the calendar year during which the Member's registration was authorized.

The Member must therefore renew his or her registration each year.

If the Member's licence is revoked or becomes invalid, his or her registration will terminate automatically. The Member agrees to inform Airbus Helicopters immediately when his or her licence is no longer valid.

Finally, if the Member does not respect these GTUs, his or her registration may be cancelled by Airbus Helicopters.

### **4.2. Posting on the Site:**

#### **4.2.1 Posting:**

Members can post using the Site's content sharing services, notably:

- "News" section,
- "Photographs" section,
- "Forum" section (allows Members to make Posts),

Within this framework, Members can post content for the purposes of sharing it on the Site.

Each Member therefore grants Airbus Helicopters the non-exclusive right to reproduce their Posts, present them, share them with the public and adapt them according to Airbus Helicopters' editorial requirements using the Site and its features on all formats and platforms and through all channels and networks of electronic communication.

These rights are granted ex gratia on a worldwide basis for the entire duration of a Member's registration on the Site and for one year following the end of his or her registration on the Site.

These rights are granted for all rights related to Posts, whether intellectual property rights (copyright, trademark rights) or personality rights (e.g. right of personal portrayal), whatever the type of content (text, photography, etc.).

Any Member who wishes to make a Post containing third-party content such as photographs or images of a third party agrees to have obtained authorization from the third party for Airbus Helicopters to use the content of the Post as outlined herein.

#### 4.2.2 Guarantees:

The User is obligated to respect the legal and regulatory requirements in effect.

Airbus Helicopters does not verify that the User has obtained the authorization necessary to make any given Post.

**The Member hereby declares and guarantees that he or she is the sole holder of rights related to his or her Posts and/or that he or she is the holder of all necessary rights and authorizations from the parties that hold the rights to his or her Posts and that he or she has received all necessary authorizations and made all payments that may be necessary. The Member shall indemnify Airbus Helicopters against all legal action and claims in this regard.**

**It is reiterated that the “Forum” section is a platform for exchange between Members of the Club and that Posts are not monitored before publication.**

**As such, the Member has sole responsibility for his or her Forum Posts and their content.**

**Any Member who uses the Site, and in particular the collaborative “Forum” platform, agrees to make Posts that comply with legislation in effect in France.**

**As such, the Member guarantees that his or her Posts do not contain:**

- any infringement on public policy and/or to accepted principles of morality;
- any incitement to commit illicit or dangerous acts;
- any incitement to use illicit substances or to commit suicide;
- any justification for specific crimes and offences including murder, war crimes, crimes against humanity, and rape;
- any infringement on a third party’s intellectual property rights;
- any attack on a natural person’s bodily integrity or privacy, any incitement to such an attack or any incitement to cause harm to another person; or
- any content that harms Airbus Helicopters’ image.

**Specifically, the Member guarantees that his or her Posts adhere to:**

- the regulation in effect, particularly with regard to security and air regulations, whether civil or military; and
- flight and maintenance manuals for the flight equipment that may be referenced in the Member’s Posts.

The member shall ensure that his or her Posts do not reference any products and services that compete with those of Airbus Helicopters.

The member shall also ensure that his or her Posts do not contain any viruses.

Airbus Helicopters may delete Posts as it sees fit if the rules herein are not respected or in the case of third-party claims.

#### **4.2.3 Respect for the Integrity of the Site:**

The Site User must ensure that he or she does not in any way contravene, deactivate, or alter the functioning of the Site or the technical features used to ensure the Site’s security and to restrict access to the Site to Members.

Anyone who does not meet this obligation may be penalized under civil and/or criminal law.

#### **4.3. Exclusion – Penalties:**

Airbus Helicopters also reserves the right to immediately delete or deactivate the account of the User in question or the User who uses an account in a fraudulent or illicit manner.

The User recognizes that he or she is subject to civil and criminal penalties in the case of non-compliance with legal and regulatory requirements in effect or the violation of these GTUs.

### **SECTION 5- AIRBUS HELICOPTERS RIGHTS AND COMMITMENTS**

**5.1.** Airbus Helicopters holds exclusive intellectual property rights for the Site and its Content, including copyright and trademark rights.

The User recognizes that all Site Content, including text, photographs, videos, software, links or any other data contained on the Site, is the exclusive property of Airbus Helicopters.

The User is reminded that Airbus Helicopters' logo and the names of its products and services are registered trademarks.

It is strictly prohibited to download, copy, delete, forward, sell, publicly communicate Site Content or, more broadly, undertake any other action that is not authorized by Airbus Helicopters.

**5.2.** The representation or use, even in part, of all or part of the Site Content without authorization by Airbus Helicopters may constitute an infringement of copyright under sections L335-2 et seq. of the Intellectual Property Code (*Code de la propriété intellectuelle*) and may result in legal action being taken.

**5.3.** As host of Posts published by Members in the Forum, Airbus Helicopters does not monitor the Posts. Its role is limited to:

- Deleting Posts and content flagged by other Users or third parties that contain:
  - o any justification of crimes against humanity,
  - o any incitement to racial hatred,
  - o any incitement to violence,
  - o any violation of human dignity,
  - o any child pornography,
- Protecting personal data transmitted to Airbus Helicopters upon the creation of Member accounts or Site visits,
- Remove Posts and content that is clearly illegal as reported to Airbus Helicopters in the form and conditions set out by law, specifically section 6-I-5 of Act 2004-575 on digital confidence. As such, any person that wishes to notify Airbus Helicopters of the presence of clearly illegal content may write to:

Airbus Helicopters - H Pilot Club  
Abusive Content - EBI  
Aéroport International de Marseille Provence  
13725 Marignane Cedex France

Such notification shall contain:

- o date of the notification,
- o identity of the notifier,
- o identity of the notifier:
  - if the notifier is a natural person: last name, first name, profession, residence, nationality, date and place of birth;

- if the notifier is a legal person: form, name, registered office and the body by which is it legally represented;
- name and residence of the recipient or, in the case of a legal person, its name and registered office;
- description of the facts at issue and their precise location (e.g.: video URL);
- grounds for removal of the content, including reference to legal provisions and supporting evidence;
- copy of any correspondence addressed to the author or publisher of the information or activities at issue requesting their suspension, deletion or modification, or evidence that the author or publisher could not be reached.

If the above conditions are not met, the notification will not enable Airbus Helicopters to delete the Post or content at issue.

Airbus Helicopters reserves the right to terminate the membership and block access to the Site to any User of its choice, at any time.

In the event that a Member fails to comply with the rules hereby set out, access to his or her account may be restricted without prior notice, temporarily or definitely, without prejudice to Airbus Helicopters' right to seek damages.

## **SECTION 7 – SITE OPERATION**

Airbus Helicopters provides the Site and related services as is, without any guarantee of any kind.

As such, Airbus Helicopters does not guarantee that the Site and related services will meet the User's expectations or needs.

Airbus Helicopters shall make every effort to allow access to the Site 24 hours day, 7 days a week, except in the case of force majeure or an event beyond its control, and subject to potential malfunction and maintenance operations required to ensure proper operation of the Site and related services.

Consequently, Airbus Helicopters cannot guarantee availability of the Site and/or services, or reliability of transmission and performances in terms of response time or quality. No technical support will be made available to the User, whether electronically or by telephone.

Airbus Helicopters shall not be held liable for any failure to access or use the Site and/or services.

In addition, Airbus Helicopters may suspend the Site or part of the services, at any time and without prior notice, without compensation. The User recognizes and accepts that Airbus Helicopters is not responsible for interruptions and their consequences for the User or any third party.

## **SECTION 8 – PERSONAL DATA**

Airbus Helicopters shall comply with applicable legislation regarding the protection of personal data.

In accordance with Act 78-17 of January 6, 1978 on Data Processing, Data Files and Individual Liberties (*Loi informatique et libertés*), notification has been made of the processing of User personal data by the Site.

### **8.1 Data Collected**

Airbus Helicopters may collect the following User data:



- Data collected upon creation of member accounts

Two types of data will thereupon be requested of the User:

- Personal data:

User last name, first name, gender, nationality, personal address, work address, date of birth, email address, phone number.

- Data related to flight or technical licence:

Licence number, licencing authority, type of licence (military or civil), licence title, date of issue, country code, note.

- Connexion data collected upon connexion and use of the Site

## **8.2 Purposes of Data Processing**

Data processing is required to enable users to:

- access and use the Site,
- subscribe to the Site newsletter,
- in the case of Members, create an account and use Members-only services.

This data will also be used by Airbus Helicopters for commercial prospecting purposes.

## **8.3 Duration of Data Retention**

User data shall be stored by Airbus Helicopters as long as the account is in use or the user is subscribed to the Airbus Helicopters newsletter, as well as for a period of one year following account deactivation or unsubscription from the Site newsletter and last use of the Site.

## **8.4 User Data Rights**

Each User who has opened a User account shall have the right to access, correct and delete his or her data in accordance with Law 78-17 of January 6, 1978.

The User may access or modify data:

- directly online through the Member account if he or she has one; or
- by submitting a request by email to [data-protection.helicopters@airbus.com](mailto:data-protection.helicopters@airbus.com) with a copy of an identity card enclosed.

## **SECTION 9- COOKIES**

Airbus Helicopters may place a cookie on the User's computer in order to facilitate and improve site navigation. The cookie collects navigation information from the User's computer to this effect.

The User may accept or refuse cookies by changing browser settings, recognizing that refusing cookies may block access to all or part of the site's features.

Information on the use of cookies is available from the browser software company. Information on the use of cookies by the following software can be obtained from the following pages:

- Safari (Apple): [http://support.apple.com/kb/PH17191?viewlocale=fr\\_FR](http://support.apple.com/kb/PH17191?viewlocale=fr_FR)

- Mozilla (Firefox): <https://support.mozilla.org/fr/kb/activer-desactiver-cookies?redirectlocale=en-US&redirectslug=Enabling+and+disabling+cookies>
- Chrome (Google) : [https://support.google.com/chrome/answer/95647?hl=fr&p=cpn\\_cookies](https://support.google.com/chrome/answer/95647?hl=fr&p=cpn_cookies)
- Windows Explorer (Microsoft) : <http://windows.microsoft.com/fr-fr/windows-vista/block-or-allow-cookies>

#### **SECTION 10- CHANGES TO THE TERMS OF USE**

Airbus Helicopters reserves the right to change, at any time and without prior notice, these Terms of Use based on changes made to the site and/or its operation, including the addition of new features for members.

#### **SECTION 11- EVIDENCE**

Data collected by Airbus Helicopters upon Site use or account creation by Users as well as data contained in Airbus Helicopters computerized records shall be kept as evidence of communications, sending, receiving and posting, and, more broadly, content. In case of a discrepancy between the information and the computerized records of Airbus Helicopters and the documents and information provided by Users, the information and the computerized records of Airbus Helicopters shall prevail.

#### **SECTION 12- APPLICABLE LAW**

THE WEBSITE AND THESE GENERAL TERMS OF USE ARE GOVERNED BY **FRENCH LAW**. ANY DISPUTE THAT ARISES SHALL BE SUBJECT TO THE JURISDICTION OF COMPETENT **FRENCH COURTS** WHERE THE DISPUTE CANNOT BE RESOLVED OUT OF COURT IN THE MONTH FOLLOWING NOTIFICATION OF THE DISPUTE BY REGISTERED LETTER WITH ACKNOWLEDGMENT OF RECEIPT.

**DATE:** JUNE 17, 2015