

# **VATSIM USER AGREEMENT**

The Virtual Air Traffic Simulation Network is an organization, which provides flight simulation and air traffic control enthusiasts with a network of computers to which they can log on via the Internet and engage in flight and air traffic simulation.

This agreement covers the usage of the Virtual Air Traffic Simulation Network (Hereinafter referred to as "VATSIM"). Individuals making an application to join VATSIM and those logging on to any of the network of computers utilized by VATSIM to provide services are hereinafter referred to as "Users". The Services are offered to you, the user, by VATSIM, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. By clicking "I Accept" below and continuing the application process, you are accepting all of the terms, conditions and notices contained herein.

The amendment history to this User Agreement may be found in Appendix "C" of the VATSIM.net Code of Regulations.

## **1. Use of VATSIM Services**

1.1 While using VATSIM Services, you may engage in online game play, conferences, mailing lists, chats, and downloads. Your activity in conferences, mailing lists, and chats are subject to review, modification, and deletion, without notice, by authorized VATSIM personnel. Files downloaded may be subject to posted limitations on usage, reproduction, and/or dissemination, and you are responsible for adhering to such limitations if you download them. The use of copyrighted VATSIM property which includes, but is not limited to, names and logos is restricted and may not be used by anyone without the express written consent of VATSIM. In addition, the use of copyrighted VATSIM data and statistics such as online time is reserved for the private use of VATSIM members and affiliated organizations and groups. Redistribution or any other use of such data is prohibited without the express written consent of VATSIM.

1.2 To use VATSIM services, you must first register as a member of VATSIM at <http://vatsim.net>. Only registered members in good standing may fly online as a pilot and provide ATC as an air traffic controller.

1.3 During the registration process and everytime you log onto the VATSIM.net network through the connect dialogue boxes of ProController and SquawkBox, you must use your full name. Nicknames, callsigns or abbreviations, except where used as callsigns, are not permitted.

1.4 You may register for and hold only one VATSIM registration and you may hold only one VATSIM identification number and password.

1.5 By applying for and receiving an identification number and password and by logging onto the VATSIM.net network, a member agrees to be bound by the terms of this User Agreement, the VATSIM Code of Conduct and the VATSIM Code of Regulations.

## 2. Connecting to the VATSIM Network

2.1 It is required that you identify yourself by your true first and last name as well as your VATSIM issued ID number when you log onto the VATSIM.net network so that online identification can be possible. Nicknames, initials, callsigns or abbreviations are not permitted. Failure to comply could lead to your removal from the system.

2.2 VATSIM is a private network of privately owned server computers that are connected via the Internet. Only software approved by the Board of Governors of VATSIM.net and listed as approved on the VATSIM.net website may be used to connect to, send data to or receive data from any server within the VATSIM.net network. For the purposes of this paragraph, the phrase 'send data' shall include passing data to another program acting as a proxy agent such that the data is then sent to the network, as well as sending the data directly to the network. This paragraph shall cover communications with the data and statistics server, the certificates server and all client FSD servers. Connecting or attempting to connect with non-approved software is prohibited and could lead to your removal from the system.

2.3. Except as provided for by this section, a member is permitted to make only one connection at any one time under his or her account number (CID) to the VATSIM.net network. Multiple connections either as a pilot, controller or a combination of the two are not permitted.

However, if a controller is logged on to the VATSIM.net network as a facility which is permitted to provide a voice Automatic Terminal Information Service (ATIS) as provided for by Paragraph C(11) of the Code of Conduct, then such controller may create up to two connections using his or her CID for purposes of providing ATIS to pilots. The first connection shall be used as a "Controller" connection and the second connection shall be used exclusively as an "ATIS" connection. Under no circumstances may such a controller create more than two connections.

## 3. Conflict Resolution

3.1 VATSIM does not care to engage in the constant policing of it's users. If a problem should arise between two or more users and it cannot be resolved between the parties in a quick manner, or becomes a hindrance to the operation of the network, the parties involved should check to see if a supervisor is online or other VATSIM volunteer to help resolve the matter. Matters requiring further involvement on behalf of VATSIM volunteers for members that feel they did not receive an equitable resolution to their dispute will require that member to submit their grievance in writing.

#### 4. Use of VATSIM Services, Mailing Lists, Chat Rooms and Other Communications Venues

4.1 You are responsible for the communications you make while using the services provided by VATSIM which includes any one or all of the computers joined together which comprise the physical VATSIM.net network as well as any additional computers which are utilized in any way by VATSIM.net members for communicating via text or voice for purposes of engaging in simulated air traffic control and/or flight simulation purposes. This definition expressly includes the computers which host the official internet forums, newsgroups and mailing lists utilized by VATSIM.net and its officially recognized regions, divisions, ARTCCs, ACCs and FIRs. It is required that all users of VATSIM refrain and not engage in any of the following activities:

A. The publishing, posting, distribution, use or dissemination of defamatory, infringing, obscene, vulgar, profane, unlawful or other such types of communications, materials or information;

B. The use of VATSIM services to threaten, harass, abuse, intimidate, stalk or to otherwise violate the legal rights of others, including rights of privacy and publicity;

C. The use of VATSIM services in any manner other than as an individual user. No individual or entity is permitted to resell or make any commercial or non-commercial use of the VATSIM network which involves the payment of money or goods to said individual or entity or such party's designee without the prior written consent of the VATSIM.net Founders or their designated agent. The prohibitions set forth in this paragraph expressly include any and all sales and/or solicitations of money, goods and services no matter for what purpose, person, group or cause, without limitation.

#### 5. Notice of Change

5.1 VATSIM reserves the right, for any reason, to remove without notice, any content of this Web Site received from users, without limitation. VATSIM reserves the right to deny any user access to this Web Site or the VATSIM network without notice.

#### 6. Required Mailing List

6.1 The VATSIM NOTAM list is a required list for all members. Continuous subscription to the VATSIM NOTAM LIST by members of the VATSIM network is also required. This list is for announcement purposes only and the posting of messages (except by authorized VATSIM volunteers) is prohibited.

#### 7. Indemnity

7.1 You agree to indemnify, and hold the VATSIM network and its affiliates, and their respective agents, information providers and licensors harmless from and against any and all claims, liability, losses, costs, and expenses incurred by any Party in connection with

any use or alleged use of the VATSIM network under your ID and password by any person, whether authorized or not.

## 8. Information Available on VATSIM

8.1 Statements made by any users in forums, conferences, mailing lists, and chats reflect only the views of their authors. VATSIM does not endorse the accuracy of any such information, including, but not limited to, statement of opinion or advice, provided on or by means of the VATSIM network.

8.2 The information provided on VATSIM is for purposes of recreational air traffic control simulation and flight simulation only and under no circumstances is any such information received by the user of VATSIM to be used for real world flight or air traffic control operations.

## 9. Application Information

9.1 Providing false information on the membership application is prohibited, and is grounds for immediate revocation, without notice, of your use of the VATSIM network.

## 10. Use of Your VATSIM ID and Password

Your VATSIM network ID and password is issued only to you, is nontransferable and may not be used by any other person. Any distribution by you of your password will result in cancellation of your membership.

## 11. Copyrights and Trademark

11.1 All contents of this Web Site are: Copyright © 2001 - 2007 VATSIM, All Rights Reserved.

## 12. Modification

12.1 The VATSIM network reserves the right to change this agreement at any time, without notice, by revising the terms and conditions herein. Continued use of this Web Site and the VATSIM network following any such changes shall constitute the user's acceptance of such changes.

## 13. No Warranty

A. THE USER EXPRESSLY AGREES THAT USE OF VATSIM.net, REGISTERING TO USE THE SERVICES OF VATSIM.net AND LOGGING ON TO ANY OF THE COMPUTERS COMPRISING THE VATSIM.net NETWORK IS AT USER'S SOLE RISK. NEITHER VATSIM.net, ITS AFFILIATES NOR ANY OF IT'S RESPECTIVE MEMBERS, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT VATSIM.net WILL BE UNINTERRUPTED OR ERROR FREE;

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