

AOPA Flight Training Advantage

Terms and Conditions

Our Terms and Conditions were last updated on Thursday, May 5, 2022. Please read these terms and conditions carefully before using Our Service.

Interpretations and Definitions

Interpretation

The words where the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or plural.

Definitions

For these Terms and Conditions:

- **“AOPA”** means the Aircraft Owners and Pilots Association, as well as the AOPA Foundation, Inc., the AOPA Holdings Corporation, or any of its subsidiaries or related companies, and may be referred to as either "AOPA," "We," "Us," or "Our" in this Agreement.
- **“AFTA”** means the AOPA Flight Training Advantage program.
- **“Application”** means the software program provided by AOPA downloaded on a device or utilized on a web portal by You on any electronic device named AFTA.
- **“Application Store”** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) in which the Application has been downloaded.
- **“Affiliate”** means an entity that controls, is controlled by, or is under common control with a party, whereas "control" means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority.
- **“Account”** means a unique account created for You to access our Service or parts of our Service.
- **“Country”** refers to the United States of America.
- **“Content”** refers to content such as text, images, or other information that can be posted, uploaded, linked to, or otherwise made available by You, regardless of the form of that content.
- **“Device”** means any device that can access the Service, such as a computer, a cell phone, or a digital tablet.
- **“Feedback”** means feedback, innovations, or suggestions sent by You regarding the attributes, performance, or features of our Service.
- **“Service”** refers to the use of the Application.
- **“Terms and Conditions”** (also referred to as **“Terms”**) mean these Terms and Conditions that form the entire agreement between You and AOPA regarding the use of the Service.
- **“Third-party Social Media Service”** means any services or content (including data, information, products, or services) provided by a third party that may be displayed, included, or made available by the Service.

- **“Website”** refers to AOPA Flight Training Advantage, accessible from advantage.aopa.org.
- **“You”** means the individual accessing or using the Service, or AOPA, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Overview

AFTA is licensed to You by AOPA, a non-profit, tax-exempt corporation organized under the laws of the State of New Jersey with its principal place of business at 421 Aviation Way, Frederick, MD 21701, United States, for use only under the terms of this license agreement.

This License Agreement may not provide for usage rules for the Application that conflict with the latest Apple Media Services Terms and Conditions. AOPA acknowledges that it had the opportunity to review the Usage Rules, and this License Agreement is not conflicting with them.

AFTA and the Services, when accessed or downloaded, are licensed to You for use only under the terms of this License Agreement. AOPA reserves all rights not expressly granted to You.

Consideration

By downloading AFTA from Apple's software distribution platform or accessing Service through the web portal, and any future update, You indicate that You agree to be bound by all the terms and conditions of this license agreement and that You accept this license agreement.

AOPA finds that the exchange of accepting this License Agreement for use of the Service constitutes adequate consideration.

The Application

AFTA is a piece of software created to help all involved in the flight training process. The Application is customized for iOS mobile devices and website browsers ("**Devices**"). It is used as a flight training application that will help make the process of flight training more effective and efficient for the student, the CFI, and the flight school.

Bonuses and Benefits

AOPA will offer incentive payments to flight schools and certificated flight instructors ("**CFIs**") who meet certain criteria. Incentives will be determined at the sole discretion of AOPA based on the data contained in AFTA. AOPA will issue any incentive payments in arrears at the beginning of each calendar quarter. To receive the incentive payments, the flight schools and CFIs must provide AOPA with a completed W9, contact information, and banking information at least two weeks before the end of the calendar quarter.

AOPA will issue a one-time \$250 payment to a flight school (as represented in AFTA) after 3 students have each logged at least 3 lessons within AFTA, as verified in lesson history.

AOPA will issue a \$50 payment to the flight school (as represented in AFTA) for each student that completes their initial pilot certificate (Recreational, Sport, or Private) using AFTA, as verified by the submission of a copy of their temporary or permanent pilot certificate.

AOPA will issue a \$50 payment to a CFI who signed the practical test endorsement for each student that completes their initial pilot certificate (Recreational, Sport, or Private) using AFTA if such CFI is not an

AOPA member at the time of completion or \$100 if such CFI is an AOPA member at the time of completion, as verified by the submission of both a copy of the student's temporary or permanent pilot certificate and the practical test endorsement.

Acknowledgments

The parties acknowledge that these are the Terms and Conditions governing the use of this Service and the agreement that operates between You and AOPA. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service. You further acknowledge and accept that AOPA reserves the right to modify these Terms and Conditions.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. By accessing or using the Service, You acknowledge and agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

These Terms and Conditions apply to all visitors, users, and others who access or use the Service.

License

You are given a non-transferable, non-exclusive, non-sublicensable license to access and use the AFTA on any Devices that You, the End-User, own or control and as permitted by the usage rules stated herein, with the exception that such AFTA may be accessed and used by other accounts associated with You.

Privacy

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of AOPA. Our Privacy Policy describes Our policies and procedures on the collection, use, and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service. You may find our privacy policy at aopa.org/privacy-policy.

You acknowledge that AOPA will be able to access and adjust Your Downloaded AFTA content and Your personal Information and that AOPA's use of such material and information is subject to Your legal agreements with AOPA and AOPA's privacy policy.

You acknowledge that AOPA may periodically collect and use technical data and related information about your device, system, application software, and peripherals, offer product support, facilitate the software updates, and for purposes of providing other services to You, if any, related to the Application. Licensor may also use this information to improve its products or to provide services or technologies to You if it is in a form that does not personally identify You.

Updates

These Terms and Conditions will also govern any updates of the Application unless a separate license is provided for such update, in which case the terms of that new license will govern.

Usage

You may not share or make the Application available to third parties unless allowed by these Terms and Conditions, and with AOPA's prior written consent, to sell, rent, lend, lease, or otherwise redistribute AFTA.

You may not reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of AFTA, or any part thereof, except with AOPA's prior written consent.

You may not copy, excluding when expressly authorized by this license and any usage rules, or alter AFTA or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of these Terms and Conditions, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time. If You sell Your Devices to a third party, You must remove AFTA from the Devices before doing so.

Nothing in these Terms and Conditions should be interpreted to restrict third-party terms. When using the AFTA, You must ensure that You comply with applicable third-party terms and conditions.

Penalty

Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

Technical Requirements

AOPA reserves the right to modify the technical specifications as it sees appropriate at any time.

AOPA attempts to keep AFTA updated so that it complies with modified or new versions of the firmware and new hardware. You are not granted rights to claim such an update.

You acknowledge that it is Your responsibility to confirm and determine that the device on which You intend to use AFTA satisfies the technical specifications mentioned above.

User Accounts

When You create an account with Us, You must provide Us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms and Conditions, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity, or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar, or obscene.

Content

Your Right to Post Content

Our Service allows You to post Content. AFTA may invite You to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide You with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of AFTA and through third-party websites or applications. As such, any Contributions You transmit may be treated as non-confidential and non-proprietary.

By posting Content to the Service, You grant Us the right and unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of, or incorporate in other works, such as Contributions, and grant and authorize sublicenses of the foregoing through the Service. The use and distribution may occur in any media format and through any media channel.

We do not assert any ownership over Your Contributions. You retain all Your rights to any Content

You submit, post or display on or through the Service, and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

Content Restrictions

AOPA is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under Your account, whether done so by You or any third person using Your account. As such, You represent and warrant that: (i.) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii.) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene, or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national or ethnic origin, or other targeted groups.
- Spam, machine – or randomly-generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.

- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights.
- Impersonating any person or entity, including AOPA and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

AOPA reserves the right, but not the obligation, to, in its sole discretion, determine whether any Content is appropriate and complies with this Terms, refuse, or remove this Content. AOPA further reserves the right to make formatting and edits and change the manner of any Content. AOPA can also limit or revoke the use of the Service if You post such objectionable Content. As AOPA cannot control all Content posted by users or third parties on the Service, You agree to use the Service at Your own risk. You understand that by using the Service, You may be exposed to content that You may find offensive, indecent, incorrect, or objectionable, and You agree that under no circumstances will AOPA be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred because of Your use of any content.

Content Backups

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service. Although regular backups of Content are performed, AOPA does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted before being backed up or that changes during the time a backup is performed.

AOPA will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that AOPA has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

Intellectual Property

The Service and its original content, excluding Content provided by You or other users, features, and functionality are and will remain the exclusive property of AOPA and its licensors.

The Service is protected by copyright, trademark, and other laws of both the United States of America and foreign countries. And Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of AOPA.

Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

AOPA and You acknowledge that, in the event of any third-party claim that AFTA or Your possession and use of the Application infringes on the third party's intellectual property rights, AOPA, and not the Services, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claims.

If You are a copyright owner or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service,

You must submit Your notice in writing to the attention of Our copyright agent via email at copyright@aopa.org and include in Your notice a detailed description of the alleged infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification under the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Service where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our copyright agent via the email address listed above. Upon receipt of a notification, AOPA will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Service.

Your Feedback to Us

You assign all rights, title, and interest in any Feedback You provide to AOPA. If for any reason such assignment is ineffective, You agree to grant AOPA a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, sub-license, distribute, and modify such Feedback without restriction.

Links to Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by AOPA. AOPA has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that AOPA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party websites or services that You visit.

Termination

These Terms and Conditions are valid until terminated by AOPA or by You. We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of AOPA and any of its suppliers under any provision of these Terms and Conditions and Your exclusive remedy for all the foregoing shall be limited to the amount paid by You through the Service or \$100 if You have not purchased anything through the Service.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all the above exclusions and limitations may not apply to You. But in such a case, the exclusions and limitations outlined in this section shall be applied to the greatest extent enforceable under applicable law.

Warranty

AOPA warrants that AFTA is free of spyware, trojan horses, viruses, or any other malware at the time of Your download or access through the web portal. AOPA additionally warrants that the Application works as described in the user documentation.

No warranty is provided for AFTA that is not executable on the Devices, that has been modified in an unauthorized way, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, or used with inappropriate accessories, regardless if done by Yourself or by third parties, or if there are any other reasons outside of AOPA's sphere of influence that affect the executability of the Application.

You are required to inspect the Application immediately after installing it and notify AOPA about issues discovered without delay by email provided in the Contact Us section. The defect report will be taken into consideration and further investigated if it has been emailed within ninety (90) days after discovery.

If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after AFTA was made available to the user. The statutory periods of limitation given by law apply to users who are consumers.

If We confirm that the AFTA is defective, AOPA reserves a choice to issue a remedy to You either through solving the defect or substitute delivery as soon as practical.

In the event of any failure of AFTA to conform to any applicable warranty, You may notify the Services Store Operator, and Your AFTA purchase price will be refunded to You. To the maximum extent permitted by applicable law, the Services Store Operator will have no other warranty obligation whatsoever concerning the Application, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty.

“AS IS” and “AS AVAILABLE” Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind, except as is provided in these Terms and Conditions. ***To the maximum extent permitted under law, AOPA, on its behalf and behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, concerning the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of the course of dealing, course of performance, usage, or trade practice.***

Without limiting the above paragraph, neither AOPA nor any of AOPA's providers makes any representation or warranty of any kind, express or implied: (i.) as to the operation or availability of the Service, or the information, content, and materials or products included; (ii.) that any defects can or will be corrected; (iii.) that the Service will be uninterrupted, meet reliability standards, or will be error-free; (iv.) that the Services will be compatible or work with any other software, applications, systems, or services; (v.) as to the accuracy, reliability, or currency of any information or content provided through the Service; (vi.) that the Service will meet Your requirements or achieve any intended results; or (vii.) that the Service, its servers, the content, or e-mails sent from or on behalf of AOPA are free of viruses, scripts, trojan horses, worms, malware, timebombs, or other harmful components.

Governing Law

These Terms and Conditions are governed by the State of Maryland's laws, excluding its conflicts of law rules. Your use of the Application may also be subject to other local, state, national, or international laws.

Dispute Resolution

If You have any concerns or disputes about the Service, You agree to first try to resolve the dispute informally by contacting AOPA. Any controversy or claim arising not informally resolved shall be settled by arbitration administered by the American Arbitration Association per its appropriate Arbitration Rules, and judgment on the award rendered may be entered in any court having jurisdiction.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident.

The United States Legal Compliance

You represent and warrant that (i.) You are not located in a country that is subject to the United States government embargo or that has been designated by the United States government as a "terrorist supporting" country, and (ii.) You are not listed on any United States government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

Waiver

Except as provided, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice before any new terms take effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by any revised Terms and Conditions. If You do not agree to the new Terms, in whole or in part, Your access to the Services may be terminated.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By visiting this page on our Website: aopa.org/afta
- By sending us an email: afta@aopa.org