



Terms of Use

This policy applies to all entities within our organization. Throughout this and all other organizational policies:

'We', 'us', 'our', 'the Company', 'Vellox Group', or 'The Companies' refers collectively to:

- FV Technologies
- Dakota Network Consulting Inc. (operating as "Complete Flight")
- Avinet (trading as "Air Maestro")
- Spidertracks

These entities are collectively known as the Vellox Group. This policy, and all other organizational policies, apply to all operations, activities, employees, contractors, and stakeholders associated with any of the above-mentioned entities within the Vellox Group.

Please read these terms of use ("terms of use", "agreement") carefully before using any of the following services operated by the Vellox Group:

- **VelloxGroup.com**
- **Dispatch Pro (formerly FV CAD)**
- **DSP Crew Login**
- **DSP Crew**
- **DSP Dashboard**
- **DSP Flight Operations**
- **DSP Map**
- **DSP Pager**
- **DSP Transport**
- **DSP Transport Scheduler**
- **Maintenance Hub (formerly ADSoftware)**
- **Operations Suite (formerly Complete Flight)**
- **Fleet Manager (formerly Spidertracks)**
- **Ops & Safety Suite (formerly Air Maestro)**

These services include websites, mobile applications, and any other related services provided by the Vellox Group entities.

Conditions of use

By using any of these services, including activation of a Fleet Manager device or subscription, constitutes acceptance of these Terms of Use. you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to leave these services accordingly. The Company only grants use and access of these services and its products to those who have accepted its terms.

By using any of these services, that interact with the following products, you are also bound by their terms linked below:

- **HERE Maps** - [Terms of Service](#)
 - FV CAD, FV Map, FV Transport, FV Crew
- **Google Maps** - [Terms of Service](#)
 - Spidertracks maps
 - FV Transport - *only for turn-by-turn directions*
 - FV CAD & FV Map - *versions older than 6.8.1.8, 6.9.0.3, & 6.9.1.0*
 - Complete Flight - geocoding
- **Baron Weather Layers** - [Terms of Use](#)
 - Spidertracks
 - FV Map
- **Skyvector** - [Terms of Service](#)
 - Spidertracks - *aviation map layers*
- **ESRI** - [Terms of Use](#)
 - Spidertracks Event Explorer maps
 - Available for FV CAD
 - Complete Flight - base map layers
- **Map Tiler** - [Terms and Conditions](#)
 - Complete Flight - hosting FAA charts
- **Aeris Weather** - [Terms of Service](#)
 - Complete Flight - map weather layers
- **Open Street Maps** - [Terms of Service](#)
 - Complete Flight - base map layer
- **Mailgun** - [Terms of Service](#)
 - Complete Flight - email sending from software
- **Twilio** - [Terms of Service](#)
 - Complete Flight - SMS from software

Privacy policy

Before you continue using any of our services, we advise you to read our [privacy policy](#) regarding our user data collection. It will help you better understand our practices.

Intellectual property

You agree that all materials, products, and services provided on these services are the property of The Company, its affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce or redistribute The Company's intellectual property in any way, including electronic, digital, or new trademark registrations.

You grant The Company a royalty-free and non-exclusive license to display, use, copy, transmit, and broadcast the content you upload and publish, with the exception of PII or PHI. For issues regarding intellectual property claims, you should contact the company in order to come to an agreement.

User accounts

As a user of these services, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your account with any of these services, inform us immediately so we may address it accordingly.

We reserve all rights to terminate accounts and edit or remove content in their sole discretion.

Applicable law

These terms and conditions shall be governed by and construed in accordance with the laws of the territory, providence, country, state where you are accessing our services, without regard to its conflict of law principles. However, if the laws of your location would deprive you of any mandatory consumer protections, those protections will apply to the extent required by applicable law. For users accessing our services from the United States, the laws of the State of Texas shall apply.

Disputes

Any dispute related in any way to your visit to these services or to products you purchase from us shall be arbitrated by state or federal court in Texas and you consent to exclusive jurisdiction and venue of such courts.

Indemnification

You agree to indemnify The Company and its affiliates and hold The Company harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the right to select our own legal counsel.

Limitation on liability

The Company is not liable for any damages that may occur to you as a result of your misuse of our services.

The Company reserves the right to edit, modify, and change this Agreement any time. The most current version will always be available on our website through our Trust Center. This Agreement is an understanding between The Company and the user, and this supersedes and replaces all prior agreements regarding the use of any of these services.

Schedule A - Fleet Manager Service

Introduction

This Schedule applies to the Fleet Manager service (formerly Spidertracks).

This Schedule forms part of the Vellox Group Terms of Use.

In the event of conflict between this Schedule and the Terms of Use, this Schedule will prevail for Fleet Manager services.

Service Description

Fleet Manager provides aircraft tracking, operational visibility, messaging, and related aviation monitoring services through a combination of hardware devices, software platforms, and satellite communication networks.

Subscriptions and Billing

Fleet Manager services are provided on a subscription basis.

Subscription fees begin upon activation or registration of a Fleet Manager device. Subscription charges apply only to activated devices.

Subscription fees apply for the duration of the subscription period for each activated device, regardless of whether the device is actively used during that period.

Fees may include:

- Subscription charges
- Usage-based charges
- Satellite communication charges
- Applicable taxes and fees

Vellox may suspend or terminate services for non-payment.

Unless otherwise stated in a written agreement, subscription fees already paid are non-refundable.

Vellox may modify pricing upon reasonable notice.

Fees may include subscription charges, usage-based charges related to operational activity (such as flight-hour overages), optional communication services, satellite connectivity services, and applicable taxes or regulatory fees.

Hardware and Equipment

Fleet Manager services may require compatible hardware devices.

Depending on the service plan:

Customers may purchase hardware devices, or
Devices may be provided under a hardware-as-a-service model.

Where hardware is provided under a service model, ownership of the device remains with Vellox or its affiliates.

Customers are responsible for:

- Proper installation
- Maintenance of hardware
- Ensuring firmware updates are applied
- Protecting hardware from damage or loss.

Connectivity and Service Limitations

Fleet Manager relies on satellite, GPS, telecommunications, and internet infrastructure operated by third parties.

Service availability may be affected by:

- Network availability
- Environmental conditions
- Aircraft equipment configuration
- Third-party provider outages.

Fleet Manager does not guarantee uninterrupted or real-time service availability.

The service must not be relied upon as the sole source of operational or safety-critical information.

Customer Data and Operational Information

Customers retain ownership of operational data submitted to or generated by the Fleet Manager service.

This may include aircraft position reports and operational telemetry.

By using the service, customers grant Vellox a license to process, store, transmit, and analyze such data solely for the purpose of providing and improving the service.

Where necessary to support aviation safety or regulatory requirements, Vellox may disclose relevant tracking data to authorized aviation authorities.

Public Data Sharing

Fleet Manager may provide functionality allowing customers to publish tracking data through public web pages or integrations.

Customers are responsible for managing access to publicly shared tracking links and ensuring that any information published through such features complies with their operational, security, and privacy obligations.

Limitation of Liability

To the maximum extent permitted by law, Vellox shall not be liable for:

- Loss of profits
- Loss of operational data
- Interruption to business operations
- Indirect or consequential damages.

Total liability relating to Fleet Manager services shall not exceed the amount paid for Fleet Manager services during the previous twelve months.

Governing law

Notwithstanding the governing law clause of the Terms of Use, Fleet Manager services are governed by the laws of New Zealand unless otherwise specified in a customer agreement.