

Privacy Policy & Terms of Use

Last Updated: **February 2017**

ACCEPTANCE OF TERMS

BY USING THE SERVICES, YOU ARE AGREEING, ON BEHALF OF YOURSELF AND THOSE YOU REPRESENT, TO COMPLY WITH AND BE LEGALLY BOUND BY THESE TERMS AS WELL AS OUR PRIVACY POLICY BELOW, AND ALL APPLICABLE LAWS. IF YOU, FOR YOURSELF OR ON BEHALF OF THOSE YOU REPRESENT, DO NOT AGREE TO ANY PROVISION OF THESE TERMS, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY REGISTERED, CANCEL YOUR ACCOUNT.

Your access to and use of our Applications and our Services may be interrupted from time to time as a result of equipment malfunction, updating, maintenance or repair of the Site or any other reason within or outside our control. We reserve the right to suspend or discontinue the availability of the Application and/or any Service and/or remove any content at any time at its sole discretion and without prior notice. We may also impose limits on certain features and Services or restrict your access to parts of or all of the Application and the Services without notice or liability. The Application should not be used or relied upon for navigation purposes, or any other purposes important to flight performance or its safety.

This privacy statement applies to the Sierra SkyWare, Inc. applications, online services and related offerings that display or link to this notice.

Notice to End Users

- This privacy statement is written for the organization or company (our "customer") that contracts with Sierra SkyWare, Inc for applications or online services. All references to "you" or "your" in this privacy statement are to our customers, who in turn, may administer the Online Services to end users Sierra SkyWare, Inc is not responsible for the privacy or security practices of our customers, which may differ from those set forth in this Privacy Statement.

Customer Data

Customer Data will be used only to provide customer the functionality of applications and online services including purposes compatible with providing those services. Sierra SkyWare, Inc. will not use Customer Data or derive information from it for any advertising or similar commercial purposes. "Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Sierra SkyWare, Inc by, or on behalf of, you or your end users through use of the application or online service. Customer Data is not Administrator Data, Payment Data or Support Data.

Cookies & Similar Technologies

Sierra SkyWare, Inc. may use cookies (small text files placed on a device's hard disk by a web service) or similar technologies to provide functionality to applications and online services. For example, cookies and similar technologies such as web beacons may be used to store a user's preferences and settings, to gather web analytics, to authenticate a user or to detect fraud. In addition to the cookies Sierra SkyWare, Inc. may set when you visit Sierra SkyWare, Inc. sites, third parties that we have hired to provide certain services on our behalf, such as site analytics, may also set cookies when you visit Sierra SkyWare, Inc. sites. To learn more about how to control cookies and similar technologies, please see your Internet browser's documentation. Choices you make regarding the use of cookies may impact your use of the applications and online services.

Disclosure of Data

Sierra SkyWare, Inc. will not disclose Customer Data outside of Sierra SkyWare, Inc. or its controlled subsidiaries and affiliates except (1) as you direct, (2) with permission from an end user, (3) as described here or in your agreement(s), or (4) as required by law.

Sierra SkyWare, Inc. will not disclose Customer Data to law enforcement unless required by law. Should law enforcement contact Sierra SkyWare, Inc. with a demand for Customer Data, Sierra SkyWare, Inc. will attempt to redirect the law enforcement agency to request that data directly from you. If compelled to disclose Customer Data to law enforcement, then Sierra SkyWare, Inc. will promptly notify you and provide you a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third party request for Customer Data (such as requests from customer's end users), Sierra SkyWare, Inc. will promptly notify you unless prohibited by law. If Sierra SkyWare, Inc. is not required by law to disclose the Customer Data, Sierra SkyWare, Inc. will reject the request. If the request is valid and Sierra SkyWare, Inc. could be compelled to disclose the requested information, Sierra SkyWare, Inc. will attempt to redirect the third party to request the Customer Data from you.

Except as customer directs, Sierra SkyWare, Inc. will not provide any third party: (1) direct, indirect, blanket or unfettered access to Customer Data; (2) the platform encryption keys used to secure Customer Data or the ability to break such encryption; or (3) any kind of access to Customer Data if Sierra SkyWare, Inc. is aware that such data is used for purposes other than those stated in the request.

In support of the above, Sierra SkyWare, Inc. may provide your basic contact information to the third party.

We will not disclose Administrator Data, Payment Data or Support Data outside of Sierra SkyWare, Inc. or its controlled subsidiaries and affiliates except (1) as you direct, (2) with permission from an end user, (3) as described here or in your agreement(s), or (4) as required by law. We may share Administrator Data or Payment Data with third parties for purposes of fraud prevention or to process payment transactions.

The applications and online services may enable you to purchase, subscribe to, or use services, software, and content from companies other than Sierra SkyWare, Inc. ("Third Party Offerings"). If you choose to purchase, subscribe to, or use a Third Party Offering, we may provide the third party with your Administrator Data or Payment Data to enable the third party to provide its offering to you (and subject to your contact preferences, send you promotional communications). Use of that information and your use of a Third Party Offering will be governed by the third party's privacy statement and policies.

Security

Sierra SkyWare, Inc. is committed to helping protect the security of your information. We have implemented and will maintain appropriate technical and organizational measures intended to protect your information against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction.

Data Location

Except as described below, Customer Data that Sierra SkyWare, Inc. processes on your behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft Azure Cloud services maintain facilities. You appoint Sierra SkyWare, Inc. to perform any such transfer of Customer Data to any such country and to store and process Customer Data in order to provide the Online Services. Microsoft Azure abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland. Some Online Services may provide additional commitments around keeping Customer Data in a specified geography. Please visit the Online Services Trust Center(s) or consult your agreement(s) for details.

How to Contact Us

Sierra SkyWare, Inc. welcomes your comments. If you believe that Sierra SkyWare, Inc. is not adhering to its privacy or security commitments, please contact us through email at: info@winpilot.com.