

## **ACMI.Direct --- Terms of Service**

### **1. Introduction**

These Terms of Service ("Terms") govern the use of the ACMI.Direct digital platform ("Platform") by any airline, operator, lessor, or aviation company ("User").

A User may act as:

- **Provider** -- listing aircraft availability or responding to RFQs;
- **Requestor** -- submitting RFQs to obtain ACMI capacity.

By creating an account or using the Platform in any capacity, the User agrees to be bound by these Terms.

The Platform is provided by **Aeromanage LTD**, established in Cyprus and providing services as **ACMI.Direct**("ACMI.Direct", "we", "us").

### **2. Definitions**

- **User** -- any legal entity registered on the Platform.
- **Provider** -- a User submitting aircraft availability or ACMI proposals.
- **Requestor** -- a User submitting RFQs for ACMI capacity.
- **RFQ** -- "Request for Quote" submitted by a Requestor for ACMI services.
- **Flights Performed** -- actual ACMI or wet-lease operations undertaken by the Provider for the Requestor.
- **Operational Window** -- the dates specified in the RFQ, including ±10 days.

A single User may act as both Provider and Requestor at different times.

### **3. Nature of the Service**

#### **3.1 Commercial Introduction Only**

ACMI.Direct is an **online lead-generation and commercial introduction service**.

We introduce Requestors seeking ACMI capacity to Providers who may supply aircraft.

#### **3.2 No Brokerage or Agency**

ACMI.Direct is **not** a broker, agent, representative, intermediary, arranger, or contracting party to any wet-lease, ACMI, or charter agreement. ACMI.Direct does not act as agent for any User and does not represent any User in negotiations.

#### **3.3 Independent Dealings**

All negotiations, pricing, due diligence, contracting, operational decisions, and flights are handled directly between Users.

### **3.4 No Guarantee of Capacity**

ACMI.Direct provides no guarantee that RFQs will be answered, capacity will be available, or any transaction will be concluded.

## **4. Account & Access**

4.1 Authentication is handled through federated identity providers: Microsoft Entra ID B2C (for Microsoft corporate users), Google Cloud Identity (for Google Workspace users)

ACMI.Direct does not store personal login credentials or passwords. All authentication credentials remain with your chosen identity provider.

4.2 Users must ensure all information in their account is accurate, including:

- Full name (first name and surname)
- Current job title or position
- Company/legal entity name
- Email address
- Representative authorization status

Users must promptly update this information if their role, employer, or contact details change. Providing false or misleading information may result in immediate account termination.

4.3 ACMI.Direct conducts due diligence on all Provider accounts during onboarding and on a periodic basis thereafter at its own discretion, which may include verification of AOC validity, operational history, and insurance coverage. ACMI.Direct reserves the right to reject any application or suspend accounts that fail to meet verification standards.

4.4 ACMI.Direct may refuse, suspend, or terminate access for breach or security reasons.

## **5. When User Acts as Provider (ACMI Seller Role)**

### **5.1 Provider Obligations**

When acting as Provider, the User shall:

- (a) submit accurate aircraft availability;
- (b) provide true pricing, terms, and operational notes;
- (c) respond to RFQs in good faith;
- (d) honour information submitted on the Platform;
- (e) comply with all applicable aviation, commercial, and regulatory requirements;

- (f) negotiate directly with Requestors without involving ACMI.Direct;
- (g) not attempt to circumvent the Platform or misrepresent data.

## 5.2 RFQ Workflow

RFQs submitted by Requestors are delivered to Providers via the Platform.

Providers may:

- **Accept & Offer,**
- **Decline,** or
- allow the RFQ to expire.

Estimated contract value displayed on the Platform is **indicative only**, calculated from Provider's stated pricing and Requestor's block hours. **It does not constitute a quote, offer, or binding commitment** from either party.

## 5.3 Commercial Introduction Fee (Success-Based)

### Fee Trigger

A fee is payable **only if the Provider performs flights** for the Requestor **in connection with an RFQ** submitted through the Platform, where the flight dates fall within the RFQ's original window or **a materially similar period ±10 days**.

### Fee Amount

The fee equals:

**0.5% of the actual commercial value of flights performed.**

"Actual commercial value" = invoiced or otherwise agreed value of flights.

### Causation Rule

The fee is due **even if the Provider did not accept the RFQ on the Platform**, provided the flights correspond to the RFQ's requested period.

This protects against circumvention and reflects the Platform's lead-generation nature.

### Evidence

ACMI.Direct may rely on:

- public flight data

- schedules
- invoices
- Requestor confirmation
- industry intelligence
- operational data
- other reasonable evidence of performance

### **Invoicing & Payment**

- ACMI.Direct may invoice **per event** or **monthly consolidated**.
- Payment due within **7 calendar days**.
- Fees are **exclusive of VAT** or similar taxes.

ACMI.Direct must notify Provider of any fee claim within 6 months of the flights being performed. After this period, the fee obligation expires.

### **5.4 Non-Circumvention: Three-Strike Rule (12 Months)**

ACMI.Direct may immediately terminate and block the Provider's account if, within any rolling **12-month period**, there are **three (3)** instances where:

- (a) Provider received an RFQ;
- (b) Provider did not respond on the Platform; and
- (c) Provider later performed flights for the same Requestor in the same/similar period ( $\pm 10$  days).

This rule preserves fairness and prevents off-platform diversion.

### **5.5 Operational Responsibility**

Provider is solely responsible for:

- aircraft safety, airworthiness, crew, and operations
- regulatory compliance
- wet-lease performance
- commercial and legal obligations assumed in any ACMI agreement

ACMI.Direct bears no operational responsibility.

### **5.6 Sanctions Compliance**

Users warrant they are not subject to sanctions and will not use the Platform to facilitate sanctioned transactions.

## **6. When User Acts as Requestor (ACMI Buyer Role)**

### **6.1 Requestor Obligations**

When acting as Requestor, the User shall:

- (a) submit accurate RFQs;
- (b) ensure it has authority to seek ACMI capacity;
- (c) negotiate directly with Providers;
- (d) verify operational and legal compliance independently;
- (e) not misuse the Platform or RFQ system.

### **6.2 No Guarantee**

Requestors acknowledge that:

- Providers may decline RFQs or not respond;
- availability is not guaranteed;
- ACMI.Direct does not validate prices or performance;
- there is no obligation for any Provider to submit an offer.

### **6.3 Sanctions Compliance**

Users warrant they are not subject to sanctions and will not use the Platform to facilitate sanctioned transactions.

## **7. Data & Privacy**

### **7.1 Privacy Policy**

The processing of any personal data in connection with the Platform is governed exclusively by the **ACMI.Direct Privacy Policy**, available on the ACMI.Direct website. By using the Platform, the User confirms they have read and understood the Privacy Policy.

### **7.2 Operational Metadata Stored**

ACMI.Direct collects and processes only the operational and commercial metadata required to operate the Platform, including:

- aircraft availability
- RFQs and RFQ timelines
- provider responses and actions
- evidence of flight performance for fee calculation
- internal platform analytics

### **7.3 Authentication and Identity**

User authentication is performed via **federated identity providers**:

- Microsoft Entra ID B2C for Microsoft corporate users,
- Google Cloud Identity for Google Workspace users

These providers authenticate the user and pass identity claims (name, email, company, job title) to ACMI.Direct via secure token exchange.

ACMI.Direct does NOT store login credentials or passwords.

All authentication secrets remain with your chosen identity provider (Microsoft or Google).

Identity data received from these providers is stored by ACMI.Direct as described in Section 2.1 of the Privacy Policy for platform operational purposes

### **7.4 Analytics**

ACMI.Direct may use aggregated and anonymised data to generate insights, performance metrics, and market trends.

Identifiable Provider- or Requestor-specific information is **never** shared with third parties.

### **7.5 Compliance**

Users agree not to upload or share any personal data other than what is strictly required for RFQ, operational, or commercial purposes.

### **7.6 Platform Communications**

Users acknowledge that communications conducted through Platform messaging tools may be monitored by ACMI.Direct for purposes of detecting circumvention, validating commercial introduction fees, and preventing fraud. Users consent to such monitoring as a condition of Platform use.

## **8. Intellectual Property**

All Platform software, workflows, UI, data structures, and branding remain the property of ACMI.Direct.

Users receive a limited, non-exclusive, revocable licence to access the Platform.

Users may not use ACMI.Direct branding without written permission.

Nothing in these Terms grants any User the right to extract, scrape, data-mine or reproduce any part of the Platform or underlying database.

## **9. Indemnities**

Each User indemnifies ACMI.Direct from claims, liabilities, damages, and costs arising out of:

- the User's aircraft, crew, flights, or operations;
- inaccuracies in RFQs or offers;
- User's negligence, breach of law, or breach of these Terms;
- any contracts or dealings between Users.

## **10. Liability**

ACMI.Direct has **no liability** except in cases of fraud or gross negligence.

ACMI.Direct shall not be liable for:

- loss of profits, revenue, business, or opportunities
- indirect, incidental, or consequential losses
- operational or flight-related matters
- misstatements by Users
- unavailability or non-performance of the Platform
- any failure of a User to conclude or perform an ACMI agreement

## **11. Force Majeure**

ACMI.Direct is not liable for Platform unavailability caused by events beyond reasonable control, including infrastructure failures, cyberattacks, or acts of God.

## **12. Term & Termination**

### **12.1 Term**

These Terms apply from onboarding until terminated. Termination does not affect rights or obligations accrued prior to the termination date.

### **12.2 Termination for Convenience**

Either party may terminate on **30 days' written notice**.

### **12.3 Immediate Termination**

ACMI.Direct may terminate immediately in cases of:

- alleged fraud
- non-circumvention violations
- threats to Platform integrity
- breach of essential obligations

## **12.4 Effect of Termination**

All outstanding fees relating to **flights performed** as a result of prior RFQs remain payable.

## **13. Governing Law & Jurisdiction**

These Terms are governed by **English law**.

Courts of **England and Wales** have exclusive jurisdiction.

## **14. Amendments**

ACMI.Direct may update these Terms from time to time.

Updated versions will be published on the website and incorporated into onboarding.

## **15. Entire Agreement**

These Terms constitute the entire agreement between ACMI.Direct and the User regarding Platform use.