



FlyingBytes Terms of Use

Version: 2025.0001

Acceptance of the Terms of Use

These terms of use are entered into by and between you and FlyingBytes, LLC (“**FlyingBytes**,” “**we**,” or “**us**”). The following terms and conditions, together with the “**Privacy Policy**” (defined below) and any other documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of the flyingbytes.com website (the “**Website**”), including any content, functionality, and services offered on or through the Website, whether as a guest or a registered user, as well as your access to and use of the APAC Guide mobile application or FXFlyer mobile application (the “**Apps**” and together with the Website, the “**FlyingBytes Services**”).

To obtain access to the Apps, you must register through the Website. As part of this registration, you must expressly accept the Terms of Use. Additionally, each time you use the FlyingBytes Services, you accept and agree to be bound by the then-current Terms of Use, including any modifications from the version of the Terms of Use you expressly agreed to. If you do not wish to be bound by such modifications, you should not continue using the FlyingByte Services.

The FlyingBytes Services are offered solely to FedEx pilots. By using the FlyingBytes Services you warrant that you are a FedEx pilot. You further warrant that, as a FedEx pilot, you have a current FedEx pilot account (e.g., to access <https://pilot.fedex.com>) (your “**FedEx Account**”). To use the FlyingBytes Services, you will be required to use your FedEx Account. In addition to complying with these Terms of Use, you agree that you will use your FedEx Account solely in compliance with all terms governing your FedEx Account (the “**FedEx Terms**”).

You acknowledge that, while FedEx is aware of the Flying Bytes Services, FlyingBytes is not associated with or endorsed by FedEx.

Accessing the Website and Account Security

We reserve the right to withdraw or modify the FlyingBytes Services in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the FlyingBytes Services is unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some or all of the FlyingBytes Services.

To access the FlyingBytes Services, you will be asked to provide certain registration details to, among other things, enable FlyingBytes to confirm that you are a FedEx pilot. It is a condition of your use of the FlyingBytes Services that all the information you provide via the FlyingBytes Services is correct, current, and complete. You agree that all information you provide to register for access to the FlyingBytes Services and as part of using the FlyingBytes Services is governed by our Privacy Policy available at [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the FlyingBytes Services. You agree to notify us immediately of any unauthorized access to or use of your username or

password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

The FlyingBytes Services may allow you to interact with FedEx's web-based services (the "FedEx Services"). To enable such interaction, the FlyingBytes Services may coordinate your use of your FedEx Account to log in to the FedEx Services. However, you retain the responsibility to perform the login and to comply with all authentication and security requirements. Although the FlyingBytes Services do not alter or compromise the authentication and security requirements of the FedEx Services in any way, you should use the same precautions you would use when logging in directly to your FedEx Account.

FlyingBytes' Intellectual Property Rights

The FlyingBytes Services are owned by FlyingBytes and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You acknowledge these rights and agree not to challenge them.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any portion of the FlyingBytes Services, including the materials provided therein, except as part of the intended purposes of the FlyingBytes Services.

The FlyingBytes name and all related names, logos, product and service names, designs, and slogans are trademarks of FlyingBytes. You must not use such marks without the prior written permission of FlyingBytes. All other names, logos, product and service names, designs, and slogans used on, in or by the FlyingBytes Services are the trademarks of their respective owners.

Subscription

The FlyingBytes Services are provided on a subscription basis. You may choose to subscribe to the FlyingBytes Services on a monthly or yearly basis (your "Subscription"). The fees for your Subscription will be specified at the time you subscribe to the FlyingBytes Services (the "Subscription Fees") and may depend on a tier of your Subscription. FlyingBytes reserves the right to change the Subscription Fees at any time by providing notice at least 30 days prior to the change. If you disagree with the change, your sole option is to cancel your Subscription.

All Subscription Fees are non-refundable. If you cancel your Subscription, you will retain access to the FlyingBytes Services for the remainder of the monthly or yearly period for which you have paid the Subscription Fees.

License to Use the FlyingBytes Services

Subject to your compliance with the Terms of Use and all applicable laws and your payment of the Subscription Fees, FlyingBytes grants you a limited, non-exclusive and non-transferable license to use the FlyingByte Services. This license allows you to download, install and use the Apps solely on your mobile devices.

The term of this license, and your obligations thereunder, commences when you register for an account to access the FlyingBytes Services and continues for so long as you maintain such account.

Except as may be expressly permitted by applicable law or expressly authorized by the FlyingBytes Services, you shall not:

- copy the FlyingBytes Services, except as expressly permitted by the license granted above;
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the FlyingBytes Services;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the FlyingBytes Services or any part thereof;
- remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the FlyingBytes Services, including any copy thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the apps, or any features or functionality of the FlyingBytes Services, to any third party for any reason, including by making the FlyingBytes Services available on a network where it is capable of being accessed by more than one device at any time;
- use any robot, spider, or other automatic device, process, or means to access the FlyingBytes Services for any purpose, including monitoring or copying any of the material on the FlyingBytes Services;
- frame, mirror, or otherwise incorporate the FlyingBytes Services or any portion of the FlyingBytes Services as part of any other mobile application, website, or service;
- use the FlyingBytes Services in any manner that could disable, overburden, damage, or impair the FlyingBytes Services or interfere with any other party's use of the FlyingBytes Services; or
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the FlyingBytes Services.

Updates to the FlyingBytes Services

FlyingBytes may from time to time in its sole discretion develop and provide updates to the FlyingBytes Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that FlyingBytes has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

Based on your mobile device settings, when your mobile device is connected to the internet either:

- the Apps will automatically download and install all available Updates; or

- you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the FlyingBytes Services or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the FlyingBytes Services and be subject to the Terms of Use.

User Data

To use the FlyingBytes Services, you will be required to input various types of user data (“**User Data**”). Examples of User Data include, but are not limited to, scheduling data, checklists and pay-related data. By inputting User Data, you grant FlyingBytes the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose the User Data as necessary or appropriate for the proper functioning of the FlyingBytes Services. You expressly acknowledge that the FlyingBytes Services may store local and remote copies of your User Data and agree to such storage.

You represent and warrant that:

- You own the User Data or have sufficient rights to the User Data to grant the license above to FlyingBytes.
- All of your User Data complies with these Terms of Use.

You understand and acknowledge that you are solely responsible for any User Data you submit or contribute, and you, not FlyingBytes, have full responsibility for such User Data, including its legality, reliability, accuracy, and appropriateness.

FlyingBytes is not responsible or liable to you or any third party for the content or accuracy of any User Data you provide to the FlyingBytes Services.

By uploading, storing, or otherwise making any content or data available through the FlyingBytes Services, you represent and warrant that you have all necessary rights, licenses, consents, and permissions to store, share, or otherwise make such content or data available, and that such storage and use will not violate any law, regulation, or the rights of any third party.

User Contributions

The FlyingBytes Services may provide access to message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive or collaboration features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”).

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post via the FlyingBytes Services will be considered non-confidential and non-proprietary. By providing any User Contribution via the FlyingBytes Services, you grant us and our affiliates and service providers, and each of our and their respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of our and their respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not FlyingBytes, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

FlyingBytes is not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the FlyingByte Services.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please send us a notice of copyright infringement. It is FlyingBytes' policy to terminate the user accounts of repeat infringers.

Monitoring and Enforcement; Termination

We have the right to:

- Remove any User Data or User Contribution for any or no reason in our sole discretion.
- Take any action with respect to any User Data or User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Data or User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, or could create liability for FlyingBytes.
- Disclose your identity or other information about you to any third party who claims that User Data you provided violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the FlyingBytes Services.
- Terminate or suspend your access to all or part of the FlyingBytes Services for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the FlyingBytes Services. YOU WAIVE AND HOLD HARMLESS FLYINGBYTES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY FLYINGBYTES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER FLYINGBYTES OR LAW ENFORCEMENT AUTHORITIES.

Also without limiting the foregoing, we have the right to cooperate fully with FedEx if, in our sole discretion, we determine that FedEx has a reasonable belief that you are using or have used the FlyingBytes Services to improperly access any FedEx system or to otherwise improperly interact with FedEx. Such cooperation may include, but is not limited to, disclosing your User Data or User Contributions to FedEx.

Reliance on and Use of Information

The FlyingBytes Services allow you to obtain and manage various types of information relating to your employment as a FedEx pilot (the “**Information**”). For example, the Information may include, but is not limited to, airport data, checklists, route schedules and bidding information and pay and retirement information. Some of the Information originates from FedEx (“**FedEx Information**”).

The Information is made available solely for general information purposes. FlyingBytes does not warrant the accuracy, completeness, or usefulness of the Information. Any reliance you place on the Information is strictly at your own risk. FlyingBytes disclaims all liability and responsibility arising from any reliance placed on the Information, whether by you or anyone else with whom you may consult.

Some features of the FlyingBytes Services allow you to use the Information, possibly combined with your User Data, to interact with FedEx. For example, the FlyingBytes Services include a scheduling tool that you may use to submit bids to FedEx. You are solely responsible for your use of the Information, regardless of how you use the Information. As a non-limited example, you are solely responsible to confirm the accuracy of any Information and/or User Data that you

export or cause to be exported from the FlyingBytes Services and into the FedEx bidding system or any other FedEx system.

You acknowledge that your use of the FedEx Information is governed by FedEx's terms of use and privacy policy (the "**FedEx Terms**") and agree to use the FedEx Information in compliance with the FedEx Terms as well as these Terms of Use. Examples of FedEx Information include, but are not limited to, airport briefing guides, long range & extended over-water checklists and bid packs.

While FlyingBytes strives to ensure that the FedEx Information is consistent with the original source as provided by FedEx, you should not assume that any FedEx Information is accurate. If you choose to rely on the FedEx Information, you do so at your own risk. FedEx makes all FedEx Information freely available to you through your FedEx account. It is your responsibility to use your FedEx account to confirm the accuracy of any FedEx Information on which you choose to rely.

FlyingBytes reserves the right to remove any or all of the FedEx Information from the FlyingBytes Services at any time, including if requested by FedEx.

Disclaimer of Warranties

YOUR USE OF THE FLYINGBYTES SERVICES, INCLUDING ALL INFORMATION, IS AT YOUR OWN RISK. THE FLYINGBYTES SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER FLYINGBYTES NOR ANY PERSON ASSOCIATED WITH FLYINGBYTES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE FLYINGBYTES SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER FLYINGBYTES NOR ANYONE ASSOCIATED WITH FLYINGBYTES REPRESENTS OR WARRANTS THAT THE FLYINGBYTES SERVICES, THEIR CONTENT AND FUNCTIONALITY, THE INFORMATION, OR THE HANDLING OF YOUR USER DATA WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR APPS OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE FLYINGBYTES SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, FLYINGBYTES HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL FLYINGBYTES, ITS AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO

USE, THE FLYINGBYTES SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

IN NO EVENT SHALL FLYINGBYTES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF THE SUBSCRIPTION FEE FOR THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless FlyingBytes, its affiliates and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the FlyingBytes Services, including, but not limited to, your User Data and User Contributions and any use of the Information. Your indemnification obligations extend particularly to any claim made by FedEx.

Governing Law and Jurisdiction

All matters relating to the FlyingBytes Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the FlyingBytes Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Nevada, in each case located in Clark County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by FlyingBytes of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of FlyingBytes to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, including the Privacy Policy, constitute the sole and entire agreement between you and FlyingBytes regarding the FlyingBytes Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the FlyingBytes Services.

Your Comments and Concerns

This website is operated by FlyingBytes, LLC.

All notices and any feedback, comments, requests for technical support, and other communications relating to the FlyingBytes Services should be directed to:

Email: support@flyingbytes.org

Address:

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Phone: 808-228-9872