

TERMS & CONDITIONS - PRIVACY POLICY

The entire content of this website is for entertainment purposes only. By entering this site you are agreeing to be bound by the terms of this agreement. Entrance to site is expressly on these conditions which embodies all of the understandings and obligations between the parties hereto. The website "rotaxjetting.com" is owned and operated by Synibex International Limited.

JET-TECH MOTORSPORT LTD TERMS & CONDITIONS

1) DEFINITIONS

The "Agents" rotaxjetting.com and/or any other Development Partner appointed from time to time and notified on the www.rotaxjetting.com website.

The "Customer" means the Account Applicant or person who buys or agrees to buy Goods, Software License/s and/or Services from the Seller.

The "Seller" means rotaxjetting.com and/or JET-TECH MOTORSPORT LTD.

"Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

2) OUR CONTRACT

These conditions govern the supply of goods, software licenses and/or products sold by Jet-Tech Motorsport Limited and/or their appointed Agents to the customer. These terms and conditions constitute the entire and only agreement between us in relation thereto. Our acceptance of the Customer's order by delivery of the goods or the provision of a Software License or a service constitutes a legally binding contract between us, on these Conditions. Jet-Tech Motorsport Limited reserves the right to alter specifications and prices without any prior notification. The terms 'Software License' and 'Software' includes computer software, media, printed and electronic documentation.

3) PRICE & PAYMENT

The price and payment for the goods, software licenses and/or products you order is as set out either/or:

3.1) on the website www.rotaxjetting.com at the same time you place your order;

3.2) as set out on a written quotation;

All of the above, plus any charges for carriage is due at the point of order. The submission of an order does not constitute acceptance of the order or prices contained therein. Should the customer default on payment, the customer agrees to pay their outstanding account in full, in accordance with these terms and/or those agreed in writing, immediately together with an additional charge of 2.5% above the Bank of England base rate prevailing at the time/date of invoice, of the full invoice value, being levied against the customer. Should any invoice remain outstanding more than seven working days after the application of the additional 2.5% charge, additional charges equivalent to 2.5% above the Bank of England base rate will be levied every seven days thereafter until the account, including charges is settled in full. The customer will be liable for all costs incurred by Jet-Tech Motorsport Limited, its owners or Agents in the collection of outstanding debts.

4) DELIVERY AND TITLE

We will deliver the goods, software license/s and/or products in accordance with your order or prior agreement. A valid signature may be required on delivery of your order. Upon payment in full, title in goods, with the exception of software licenses, passes to the customer.

5) SOFTWARE LICENSE

The customer purchases and is granted a licence to use the Jet-Tech software product that has been provided by Jet-Tech Motorsport Limited or Agents, subject to the following conditions:

By installing and/or using the Software, you agree to be bound by the terms of its License Agreement and these Terms and Conditions. The customer's rights extend to the use of this software on a single computer; it is a condition of sale that if the computer is later sold by the customer then he/she will undertake to remove this software prior to the sale of the computer. You may not decompile or attempt to decompile or disassemble the software or any of its constituent parts. You may not separate any of the components or elements of the complete product, as delivered electronically or on CD or other media. You may not sub-license, rent, lease lend or sell the software license, media or any constituent part of the software product or use the software product for commercial and/or financial gain. You may not add additional components, program code, images and/or documentation to the software. You may not add the software to other software programs, embedded, linked or otherwise. You may not transfer your rights under this license agreement or these terms and conditions without the express, written consent of Jet-Tech Motorsport Limited.

6) SOFTWARE INSTALLATION

Jet-Tech Motorsport Limited and/or its Agents accept no responsibility for the incorrect installation of Jet-Tech software and/or for a customer's computer, operating system, software or peripherals and it is acknowledged by the customer that it is their sole responsibility to ensure that their computer, operating system, software and peripherals are suitable for the installation of Jet-Tech software. Neither Jet-Tech Motorsport Limited nor its Agents is under any obligation whatsoever to provide any support and/or advice for any third-party software, operating system software, computers, peripherals and/or components belonging to or used by the customer. Any advice requested and/or provided is given on the express understanding that it is the customer's sole choice whether to accept all or some of that advice and do so entirely at their own risk and expense.

7) SOFTWARE UPGRADES AND UPDATES

At the sole discretion of Jet-Tech Motorsport Limited, it may from time-to-time offer product updates and/or upgrades for our software products. It is a condition of installing any update or upgrade that should Jet-Tech Motorsport Limited so instructs the previous version is removed from the host computer entirely prior to installation of the new version, upgraded or updated product. Any software upgrade and/or update will automatically be subject to these terms and conditions and license agreement.

8) COPYRIGHT

Jet-Tech Motorsport Limited would remind all of its customers and Agents and other third parties that Copyright Law and International Treaties protect all software. Unauthorised reproduction and/or use of Jet-Tech software or any other software provided by Jet-Tech Motorsport Limited, or any part, feature, image, logo or documentation – electronic or otherwise, of any Jet-Tech software, brand, trademark or Copyright feature or software component, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

9) AVAILABILITY

While we endeavour to hold sufficient stock to meet all orders, we cannot guarantee the availability of materials or finished goods. If we have insufficient stock to manufacture/supply/deliver goods ordered, we will advise the customer as soon as possible of shortages and endeavour to provide realistic lead-times. If those lead-times are not acceptable, the Customer may cancel their order for the outstanding items without penalty and any money paid by the customer will be returned in full.

10) CANCELLATION & RETURNS

You may cancel your order by giving us notice of cancellation within 7 days of the date of order, prior to receiving goods, services and/or the activation of any/all software license/s. This notice may be given by e-mail. Should an order be cancelled, Jet-Tech Motorsport Limited and/or its Agents reserve the right and it is a condition of acceptance of the customer's order that the customer will remain liable to cover the cost of any/all materials purchased by Jet-Tech Motorsport Limited and/or its Agents relating to the order prior to cancellation. Materials purchased directly in connection with the customers order will be charged at cost plus an additional 20% (of the invoice value) handling charge. A 15% (of the invoice value) handling charge will be levied for returns of incorrectly ordered goods or goods returned incomplete or damaged; the cost of the return of goods shall be at the customer's cost. A software license that has been activated cannot be cancelled.

11) DISCLAIMERS

The information provided may contain typographical errors. All liability of Jet-Tech Motorsport Limited and/or its Agents, howsoever arising for any such inaccuracies or errors are expressly excluded to the fullest extent permitted by law. No damage arising from use - neither by Jet-Tech Motorsport Limited nor any of its employees or Agents will be liable for damages arising out of or in connection with the use of products, services or software provided, this is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and third party claims. Jet-Tech Motorsport Limited nor any of its employees or Agents accepts any liability for any damage, loss or injury sustained during or at any time in the use of Karts, Engines, parts, accessories or software supplied, hired or on loan for

the purpose of racing or testing or leisure activity. Jet-Tech Motorsport Limited and/or its Agents nor any of its employees or Agents do not Warrant the performance of engines or other products, equipment and software provided by way of sale, hire or loan.

12) TRADEMARK ATTRIBUTION

The "JET-TECH" logo, artwork, button icons and Software features are copyright Jet-Tech Motorsport Limited. All contents are protected copyright works of Jet-Tech Motorsport Limited and/or its Agents. All rights reserved. Unless otherwise indicated, all artwork is the exclusive intellectual property of Jet-Tech Motorsport Limited and/or its Agents and are protected under United Kingdom and international copyright laws.

13) INTELLECTUAL PROPERTY RIGHTS

The intellectual property may not be downloaded and/or copied except by normal viewing process of a web browser. The intellectual property may not be copied to another computer, transmitted, published, reproduced, stored, manipulated, projected, or altered in any way, including without limitation any digitalization or synthesizing of the images, alone or with any other material, by use of computer or other electronic means or any other method or means now or hereafter known, without the written permission of Jet-Tech Motorsport Limited and/or its Agents and payment of a fee or arrangement thereof.

14) LAW

These terms shall be governed by and interpreted in accordance with the laws of England and any dispute shall be subject to the exclusive jurisdiction of the English Courts. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

15) COMPLAINTS

If you have a complaint about our service or any goods or services you purchase from Jet-Tech Motorsport Limited their Agents or Representatives, then please contact us immediately at www.rotaxjetting.com. You will be contacted as soon as possible. All complaints will be dealt with in a fair and confidential manner.

16) CONTACT INFORMATION

The rotaxjetting.com website is owned and operated by Synibex International Limited who's registered address is: 306 Victoria House, Victoria, Mahé, Seychelles. Company Registration Number: 048585. There are no postal facilities at our registered address and as such rotaxjetting.com and/or Jet-Tech Motorsport Limited and/or Synibex International Limited do not accept general correspondence at the registered address. For details of your country Agent or to contact Jet-Tech Motorsport Limited or Synibex International Limited, please email [info @ rotaxjetting.com](mailto:info@rotaxjetting.com)

PRIVACY POLICY

Jet-Tech Motorsport LTD is fully committed to respecting the privacy of its customers. Your privacy and trust is important to us and our success as a business. How we collect, store, and use the information we gather about our customers and prospective customers will be continually assessed against new technologies, business practices, the law and our customers' requirements.

Information we collect

There are two types of information gathered on our Web sites. Quantitative data, which is gathered through general Web logs, contains only aggregate information on what pages visitors' access. Individual data is collected via Web forms, including our enquiry support request and upgrade request forms, online shopping forms, newsletter subscription requests, email communications and telephone calls.

Uses of the information we collect

Individual information submitted via Web forms, email communications and telephone calls, is collected for the purpose of fulfilling information requests. Users may request not to receive marketing email or post at any time by contacting Jet-Tech Motorsport LTD via rotaxjetting.com at [info @ rotaxjetting.com](mailto:info@rotaxjetting.com) Jet-Tech Motorsport LTD does not share personal customer information with any third parties without their consent.

Cookies

rotaxjetting.com uses cookies only for customers who have specifically signed up for our services, made information requests or are using our online shopping facility. The cookies are used solely for the purpose of identifying that customer and to provide secure access to their service-specific data. We endeavour to protect the information that you provide when using this website. For your peace of mind when using our on-line shop, we use the specialist transaction processing facilities of PayPal, one of the worlds leading and most trusted payment service providers. If you access the card-payment pages of this website, you will in fact be connected to PayPal's secure facility. Your browser will be provided with an electronic certificate confirming that you have accessed the correct site and all communications will be encrypted until the payment processing has been completed. Neither Jet-Tech Motorsport Limited, rotaxjetting.com or Synibex International Limited receive or are privy to any financial information and/or credit/debit card details belonging to the customer.

Servers

Firewalls and various security measures are used to block unauthorised traffic to the servers, which are located in secure locations that can only be accessed by authorised personnel. The server/s that is/are hosting this website is/are also located in a purpose-built secure facility which can only be accessed by authorised personnel.

External Web site links

Jet-Tech Motorsport LTD and/or Synibex International Limited is not responsible for the content or the privacy policies of Web sites to which it may provide website links, or the websites of its advertisers.