



# **Integrated Pirep System for VA's**

Terms and Conditions

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<http://www.integratedpirepsystem.com/>

<http://www.jbussemaker.com/>

# Terms and Conditions

## 1. Definitions

1. jBW: jBussemaker Web Development, the mother company of the IPS
2. Integrated Pirep System, IPS or IPSVA: The product “Integrated Pirep System for VA’s”.
3. IPSCS: IPS Cron Service, the cronjob service provided by jBW.
4. IPS website: [www.integratedpirepsystem.com](http://www.integratedpirepsystem.com)
5. JBUS website: [www.jbussemaker.com](http://www.jbussemaker.com)
6. VA, customer or “you”: The customer of jBW which uses or is planning to use IPS services on their system.

## 2. General

1. By installing the IPS on your server you agree to the terms and conditions described in this document.
2. jBussemaker Web Development can change the terms and conditions without prior notice to the customer.
3. Any deviation from this terms and conditions are only valid when this has explicitly been agreed between the customer and jBW and should be confirmed in writing.
4. When using the IPS or a product by jBW on a website, a link to the IPS or JBUS website must be provided in one of the following ways:
  - a. Via a text similar to “powered by IPS” or “powered by jBussemaker Websites” which includes a link to the IPS or JBUS website in the copyrights banner on the bottom of your website
  - b. Via one of the IPS banners on your partners or links page.
5. The official IPS banners can be found at [www.integratedpirepsystem.com/promote](http://www.integratedpirepsystem.com/promote)
6. No other name than “IPS” or “Integrated Pirep System” may be used for the IPS system.

## 3. Copyrights

1. All copyright of IPS, IPSCS and the IPS logo is owned by jBW.
2. You are not allowed to redistribute IPS without written permission of jBW.
3. You are allowed to customize your own IPS copy.
4. You are never allowed to redistribute a customized IPS copy.
5. You are not allowed to make money on IPS in any way.
6. You must always keep the IPS copyrights banner on top of every IPS source code file.

## 4. Privacy

1. The details about the customers will be treated confidently and will not be passed over to third parties.
2. The FTP details required to access the server and the MySQL details required to access the database are treated confidently and will not be passed over to third parties.
3. If you become a client, you will be placed on the clients and/or partners page. You must explicitly note jBW to not place you on the clients and/or partners page if you do not want to be placed on the client and/or partners page.

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4. If jBW builds your complete website, you can be placed on the portfolio page of Jasper Bussemaker. This page can be found on the IPS website and at [www.jbussemaker.com](http://www.jbussemaker.com).

## 5. Payment

1. Payment will be done when the customer is satisfied with the product.
2. For packages with a price of higher than €50, a prepayment will be issued. This prepayment will be €50.
3. In case of a prepayment, before the prepayment has been received the installation will not start.

## 6. Warranty

1. IPS and IPSCS are provided “as is” and come without warranty.
2. The use of IPS, IPSCS or other services is at the customer’s risk.
3. All optional packages also come without warranty, but free support and repairing will be offered when the IPS or IPS related systems fail because of a bug in the source code.
4. jBW cannot guarantee that installation, support and/or repairing will be uninterrupted, timely, secure, virus free or error free.
5. Money will never be returned to the customer, except if the conditions as described in part 8.6 are met.
6. Inaccurate flight details or other errors in the data generated by IPS are on the risk of the customer.

## 7. Liability

1. IPS’s total liability, if any, with respect to the subject matter of this agreement (including, but not limited to, liability arising out of contract, strict liability, warranty or otherwise), will be limited to the money paid by you to jBW for the installation of the bought package or other services.
2. Any additional fees or taxes not accounted by jBW (including, but not limited to, local taxes) will be paid by the customer.

## 8. Installation

1. When installing the IPS CMS on the server of the client, the client agrees to the IPS CMS terms and conditions located here: [www.jbussemaker.com/downloads](http://www.jbussemaker.com/downloads)
2. With installation, the installation of the IPS, IPS CMS or building of IPS related systems on the server of the customer are meant.
3. Installation will be done by jBW.
4. Installation will start as soon as possible after the price to pay has been received by jBW.
5. The installation is regarded as completed when jBW regards the bought package as functioning as specified. After that no installation will be done anymore.
6. If according to jBW the web server requirements of the server of the VA cannot be reached, the installation will not continue and the money will be returned to the customer.
7. For any additional improvements on the bought package, excluding bug fixes, jBW will issue a price proposal for the specified additional work.

## 9. Support

1. Support is always free.
2. With support, support via email or other communication methods only regarding the IPS or IPS related software is meant.
3. Email is the main communication form, no guarantees can be made about availability or offering support via other forms of communication.
4. Support does not include any development or repairing on the server of the VA.
5. Support does not cover any third party applications installed on the server of the VA.

## 10. Repairing

1. With repairing the solving of bugs in the software developed by jBW on the server of the VA is meant.
2. Email is the main communication form, no guarantees can be made about availability or offering support via other forms of communication.
3. Repairing will never be offered when the user has not bought a package before.
4. Repairing will only include solving bugs or errors in the source code and nothing else.
5. Any development in the source code of the files done by the client will end any rights for bug solving by jBW.
6. The latest stable version of IPS will always be offered for free at the IPS website.

## 11. IPS Cron Service

1. The IPSCS will be hosted at the IPS website.
2. IPSCS will send a HTTP request at a default interval of one (1) minute.
3. If the customer demands it, another interval, but not lower than one minute, may be specified.
4. Inaccurate flight logs or other errors in the data generated by IPS caused by a malfunctioning of the IPSCS are on the risk of the customer.

## 12. Design Services

1. Designs will be done by a 3<sup>rd</sup> party.
2. The 3<sup>rd</sup> party will contact you via email.
3. jBW will install the design.

## 13. IPS for phpVMS

1. The IPS for phpVMS is payware and not available for free.
2. One IPS for phpVMS copy may only be used for one virtual airline.

## 14. LiveBoard

1. LiveBoard and LiveBoard concept remain property of jBW.
2. The LiveBoard Flash Applet will be installed on the server of the client.
3. Redistribution is not permitted.
4. Embedding on other websites is permitted, using the HTML code generator in the LiveBoard module in the administrator panel.

5. On initialization, the LiveBoard will send a request to the IPS server. This is for logging purposes and to prevent unauthorized use. The only thing that is being logged is the URL of the LiveBoard.swf file.