# Welcome to and thank you for visiting the APS web site!

#### NOTICE

BY ACCESSING AND USING THIS WEB SITE OR DOWNLOADING MATERIALS FROM THIS WEB SITE, YOU AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE, DO NOT ACCESS OR USE THIS WEB SITE, OR DOWNLOAD MATERAL FROM IT.

#### USE

Except with respect to password protected secure areas, this web site may be used for informational purposes only.

## LIMITED LICENSE

This web site, including all of its contents, is copyrighted material, owned or controlled by AIRCRAFT PROPELLER SERVICE, LLC (APS) and contains APS's name, trademarks, service marks, trade names, and other APS intellectual property. APS authorizes you to view the contents of this web site solely for your use in learning about, evaluating or obtaining APS's products or services. You may download and print materials from this web site, provided that any such copies shall retain all copyright and other proprietary notices contained thereon. This permission is not a transfer of title to the materials, and no other rights are granted to you to download, upload, store, copy, print, reproduce, alter, modify, transmit, distribute, or publicly display the materials on the web site or under any copyright, trademark, service mark, trade name or other APS intellectual property.

### **DISCLAIMER AND NO WARRANTY**

THE WEB SITE AND THE INFORMATION AND MATERIAL CONTAINED IN THE WEB SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", ERRORS, OMMISSIONS AND INACCURACIES THAT MAY BE CONTAINED IN THE WEB SITE AND ITS INFORMATION AND MATERIALS. APS MAKES NO, AND DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR TITLE, WITH RESPECT TO ITS WEB SITE AND THE INFORMATION AND MATERIALS CONTAINED ON IT.

#### LIMITATION OF LIABILITY

IN NO EVENT SHALL APS, ANY OF ITS SUBSIDIARIES OR ANY OF ITS AFFILIATES BE LIABLE TO ANY ENTITY OR PERSON FOR ANY LOSSES, EXPENSES, INJURIES, OR DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION) ARISING OUT OF OR RELATED TO THE USE OF THIS WEB SITE, ANY LINKED WEB SITE, OR THE USE OR INABILITY TO USE THE WEB SITE, OR ANY LINKED WEB SITE, OR THE INFORMATION AND MATERIALS CONTAINED ON THE WEB SITE, OR ANY LINKED WEB SITE, EVEN IF APS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, EXPENSES, OR INJURIES, AND WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER CAUSE OF ACTION.

#### LINKING AND THIRD-PARTY SITES

You are not permitted to hyperlink to APS's icons, web site address or any page in APS's web site. APS also is not responsible for any hyperlinks to its icons, web site or any page in the web site. APS's web site may from time to time provide links to web sites operated and maintained by others. APS makes no representation or warranty regarding the accuracy, timeliness, suitability or any other aspect of the information located on such web sites and neither monitors nor endorses such web sites or their content. Any links to other web sites are merely provided as a convenience to the user of this site.

#### **ACCESS TO PASSWORD PROTECTED PAGES**

Access to and use of areas of the APS web site requiring a password is restricted to authorized users only. Unauthorized persons attempting to access these areas may be subject to prosecution.

## **RIGHT TO CHANGE SITE**

APS may modify, add, rename, change or improve its web site and the contents thereof, including the terms and conditions of your use of this site. Your continued use of this web site after such changes are made will be considered acceptance of those changes.

#### **GOVERNING LAW**

This web site and its contents are maintained at APS's headquarters in Lake Zurich, Illinois, U.S.A. APS makes no representation that this web site or any content is appropriate or available for use in any other jurisdiction. You are responsible for compliance with all applicable laws and regulations,

including the U.S. export laws and regulations. These terms of use shall be governed by the laws of the State of Illinois, U.S.A., without giving effect to its conflicts of law provisions.

## **PRIVACY POLICY**

APS respects your privacy and is sensitive to privacy issues on the Internet. APS uses your identifying information for enhancing your experience on our web site and to send you communications that may be of interest to you. APS may make identifying information available to reputable third-parties whose products or services we think you may find interesting. APS may use such information to contact people for marketing purposes.

In addition, access to certain of APS's web pages requires a login and password. The use of these pages may also be governed by a written agreement between you and APS. Your identifying information used on these pages may be retained by APS to verify compliance with the agreement, process an order or allow you to access specific account information. APS takes reasonable steps to protect the identifying information that you provide to us.

Finally, APS may from time to time use a technology called cookies in order to track the web pages you have visited. If you prefer, you can set your browser to warn you before accepting cookies, or you can also refuse all cookies by turning them off in your browser. Doing so will not affect your ability to access APS's web site.

#### **ENTIRE AGREEMENT**

These terms of use constitute the entire agreement between you and APS with respect to your use of this web site. You must commence any cause of action related to your use of this site within one (1) year after the claim or cause of action arises. If a court of competent jurisdiction finds for any reason that a provision of this agreement or a portion thereof is unenforceable, nevertheless that provision shall be enforced to the greatest extent permissible to give effect to the intent of the agreement and the remainder of the agreement shall continue in full force and effect.