

Version 1.1 17 January 2022

Terms and Conditions of Use for Virtualaea.com

Section 1– Privacy

Policy 1.1 Virtual Air Europa (here on referred to as ‘we’, ‘us’, ‘our’ or ‘vAEA’) collects personal information, this information is limited and is not shared with any other party without the express permission of the owner of that information. This section of our Terms and Conditions details our use of this personal information.

1.2.1 Upon initial registration, you will have given us personal information, such as your name, email address, and country of residence.

1.2.2 We also collect information when you use our services, such as our website, forum and flight tracking software. This information includes, but is not limited to, visible IP address, flight logs, AIRMail messages, Discord server chat logs.

1.3 We will never use any of your personal information for marketing, promotions or sales relating to vAEA without your express permission in writing.

1.4 We will never distribute your personal information to any third party, for remuneration or otherwise.

1.5 Our website does not contain a public ‘Pilots’ page.

1.6 We will share personal information with individuals, groups, organisations, or companies if we believe in good faith that this is of reasonable necessity. This necessity includes, but is not limited to meeting legal, regulatory or governmental requirements; breach of Terms and Conditions of Use; disciplinary proceedings as detailed in Section 4 below.

1.7 We reserve the right to monitor communications channels that we operate. These include, but are not limited to, the vAEA Discord server.

1.8 We restrict access to personal information to vAEA staff members who need access to this information as part of their job. They are subject to confidentiality agreements and will be disciplined upon breach of these agreements.

1.9 We process our data in conformation to the Data Protection Act 1998 and the General Data Protection Regulation. However, by becoming a member of vAEA, you agree to keep your data up-to-date and accurate. Failure to do so may result in termination of your account at vAEA.

Section2– Membership

2.1 You may only have one vAEA account. If you are found to be operating more than one account, all of your accounts will be permanently deleted.

2.2 Upon registration, you must provide a valid email address that is currently in use. Should this email address become inactive, or should it cease to be used, it is your responsibility to update your email address with us. Repeated failed attempts to contact you via email (for example, ‘bounced’ emails or no response for one calendar month) will result in termination of your account with vAEA.

2.3 We reserve the right to refuse any membership application without cause or explanation.

2.4 We do have a minimum flight requirement of 1 pirep every 90 days. However, your first flight must be logged within 7 days of registration. Failure to do so may result in account termination.

2.5 You must be at least fourteen years of age on date of registration to be a member.

2.6 You must own a legal copy of Microsoft Flight SimulatorX, Microsoft Flight Simulator200, X-Plane, Lockheed Martin Prepar3D or Microsoft/Asobo Flight Simulator 2020. No other simulators or versions are supported.

2.7 We are able to credit flight hours gained from a previous airline. Proof will be required.

2.8 Flights are not required to be performed on VATSIM/IVAO/POSCON. However, we would prefer as many as possible to be on VATSIM/IVAO/POSCON.

2.9 You may terminate your membership at any time by emailing a written notice of termination to our VA Owner. All profile information, flight data, hours and awards will be permanently deleted and irretrievable. All access privileges to password-protected site areas and Discord will be revoked.

2.10 If after termination of membership you wish to re-join vAEA, you may do so with no adverse effects on your standing of membership. However, this will be a fresh membership and all previous data will not be retrievable.

2.11 A staff member may resign at any time by emailing a written notice of resignation to our OWNER. He or she will not experience a temporary interruption in website, forum and flight logging services whilst permissions are reset. There should be no loss to flight data, hours, ranks or awards.

2.12 We reserve the right to make random and unannounced checks on your vAEA account where necessary.

2.13 We reserve the right to terminate your membership if necessary without warning but with a provided explanation.

Section3– Code of Conduct

3.1 We will under no circumstances tolerate any foul, abusive or racist language in any of our communications channels. Please see Appendix 2 of ‘Delete expletives?’ (Ofcom, December2000) for an example list if unsure.

3.2 We will under no circumstances tolerate any insults, personal abuse or threats against any other members of vAEA.

3.3 We will under no circumstances tolerate vulgarity, obscenities, or pornography in any written or graphic form.

3.4 It is of course permitted to engage in friendly and civil discussion and/or debate. However, we will not permit outright arguments.

3.5 We will under no circumstances tolerate publication of any illegal messages or images. This is including, but not limited to, pertaining to drug trafficking, prostitution, child pornography or inciting to crime. We will report such instances to the appropriate authorities.

3.6 When flying on VATSIM/IVAO/POSCON or posting on VATSIM/IVAO/POSCON forums, you are acting as a representative of vAEA. Therefore, we will take particularly seriously any reports of misconduct whilst on the network.

3.7 We do not allow textual or graphic adverts for other virtual airlines in our public areas. These include, but are not limited to, Discord, News pages and announcements (if you have appropriate access privileges). Such posts will be removed.

3.8 Piracy will not be tolerated, this includes sharing of pirated material, discussing how to obtain pirated material and offering advice on how to install pirated material.

Section4– Disciplinary Action

4.1 In the unfortunate event of a disciplinary action being required, we have a strict chain of events in place.

4.2 If misconduct is identified, you will be sent a 'First Written Warning' email to your registered email address. This email will detail the misconduct and ask that you acknowledge receipt of the email. This 'First Written Warning' should be taken to be equivalent to a verbal warning in the workplace.

4.3 If a further misconduct is identified, you will be sent a 'Final Written Warning' email to your registered email address. This email will detail the misconduct and ask that you acknowledge receipt of the email. It will also stress that any further infraction will result in account termination. This 'Final Written Warning' should be taken to be equivalent to the second, written warning in the workplace.

4.4 If a 'Final Written Warning' is issued, your account will be temporarily suspended for seven days. This will prohibit flight logging and forum access.

4.5 If after two warnings a third misconduct is identified, you will be issued a notice of account termination. Your account will be deleted immediately, and you will not be permitted to create another account.

4.6 Any step(s) of the above chain of events may be skipped if deemed necessary due to the severity of the misconduct. It may be required to issue a 'Final Written Warning' upon the first instance. Immediate dismissal may be implemented in exceptional circumstances.

4.7 You retain the right to appeal any disciplinary action. These appeals will be considered by the OWNER and any delegated officials. The decision of the OWNER is final, and no further correspondence will be entered into.

4.8 Upon a successful appeal, the warning or dismissal will be retracted, and your account reinstated if necessary with no further consequence.

4.9 If you are unsatisfied by the actions of any member of staff, you may appeal to the next level up the chain.

4.10 Record of any warnings appeals or dismissals will be kept indefinitely as an exception to our Privacy Policy.

Section5– Flight Operations

5.1 Repeat of 2.4: We do have a minimum flight requirement of 1 pirep every 90 days. However, your first flight must be logged within 7 days of registration. Failure to do so may result in account termination.

5.2 The only flying hours that will be credited to your account are approved company flights with company aircraft and callsigns. Deviation from any of the above may result in rejection of a PIREP. The main AEA callsign should be used for Events and Tours etc for model matching purposes.

5.3 Our callsign is ‘EUROPA’ and the flight number from the booking page. This is to be used when flying on VATSIM.

5.5 All PIREPs are manually approved by a VA Manager when submitted. If there is any query regarding the flight, he or she may contact you using your registered email address of DM him/her in Discord.

5.6 You may appeal rejection of a PIREP at any time. These appeals will be considered by the OWNER and other Staff. The decision of the OWNER is final, and no correspondence will be entered into.

Section7– Miscellaneous

6.1 The OWNER of vAEA will have ultimate jurisdiction in all matters. The OWNER’s decision is final and no further correspondence will be entered into.

6.2 vAEA accepts no liability for any hardware, firmware or software damage caused to your network, computer or systems. Use of the website, forums and all associated software is entirely at your own risk.

6.3 vAEA reserves the right to modify these Terms and Conditions of Use without notice or notification. A version log may be requested at any time.

6.4 The Terms and Conditions of Use are in effect from and including the version date found at the top of the document. Any disputes arising will be settled using the version of the Terms and Conditions of Use in effect at the time the dispute pertains to.

6.5 By joining vAEA you accept these Terms and Conditions of Use.