



General Terms and Conditions (GTC)

for legal transactions with the company EDUCADEMY GmbH, Mühlenstraße 128c, 40668 Meerbusch, Germany

1) General

- a) Deviations from these General Terms and Conditions (GTC) require the express written acknowledgment of EDUCADEMY GMBH.
- b) EDUCADEMY GMBH reserves the right to change or supplement the terms and conditions.

2) Scope

- a) For the business relationship between EDUCADEMY GMBH and the ordering party, the following general terms and conditions apply exclusively in the version valid at the time of the conclusion of the contract. This is also valid to all future business relationships.
- b) EDUCADEMY GMBH does not accept deviating conditions of the customer, unless EDUCADEMY GMBH has expressly agreed in writing to their approval.

3) Conclusion of a contract and reservation of title

- a) By ordering the products, the customer bindingly declares to want to purchase the products. EDUCADEMY GMBH is entitled to accept the contract offer contained in the order within two weeks after receipt of order. An order confirmation by e-mail is not considered as acceptance of an offer but should inform that an order has been received.
- b) The purchase contract with EDUCADEMY GMBH comes about when the ordered product or the access data for electronic products are sent. There is no purchase contract for products from the same order which have not been sent or whose access data has not been sent.
- c) Cancellations and changes of the order can only be considered if they are received before processing the original order.
- d) EDUCADEMY GMBH retains ownership of the delivered products until full payment of the entire purchase price. Only with the complete payment of the purchase price by the customer, the property, or the right of use of the products demises on the customer.
- e) EDUCADEMY GMBH is entitled, in case of breach of contract by the customer - in particular in case of default - to withdraw from the contract and to reclaim the products or to block an already granted access to electronic products.

4) Software-, App- and Online-Product provisions

- a) All software delivered by EDUCADEMY GMBH, the AIRCADEMY app and its contents, as well as the use of online access to the online learning platforms, are provided to the customer for the payment of a license fee for temporary or permanent use. The respective license agreement or product description governs the details of use beyond the terms and conditions as well as additional provisions.
- b) The customer acquires the right to use the software, app and online platform provided to him / her within the scope of the agreed features or licenses. The customer shall ensure for an unlimited period of time that the software and the supplementary materials, including reproductions, even in edited, extended or modified versions, shall not be distributed or disclosed to third parties without the prior written consent of EDUCADEMY GMBH. In particular, this includes the prohibition of the transfer of login data to third parties.
- c) The customer may not export, change or translate the contents of the online platforms of the app and the software.
- d) Updates of the supplied software, the app and the online platform constitute voluntary services of EDUCADEMY GMBH and are available to the licensee only if all contractual conditions are adhered to.
- e) All services in connection with the software, app and online platform and claimed by the customer may be billed separately by EDUCADEMY GMBH.
- f) Should the offers of the software, the app or the online platform be discontinued, EDUCADEMY GMBH guarantees the use for a further year (12 months) from the date of the announcement. Subsequently, the right of use expires automatically. Transitional arrangements will be announced in good time.
- g) The software supplied by EDUCADEMY GMBH, the app and its contents as well as all contents of the online databases are protected by copyright. Upon conclusion of the purchase agreement, the licensee acknowledges that he / she is liable for all damages due to copyright infringement. **A known copyright infringement will be reported.**

5) PowerPoint slides

- a) The PowerPoint presentation slides delivered by EDUCADEMY GMBH and their contents are provided to the customer for the payment of a license fee for temporary or permanent use. Details can be found in the product description or the license agreement.

- b) The customer acquires the right to use the PowerPoint slides provided to him / her within the scope of the agreed features or licenses. The customer will ensure for an indefinite period of time that the PowerPoint slides and the supplementary materials, including reproductions, are not distributed in edited, extended or modified versions without the prior written consent of EDUCADEMY GMBH. This includes, in particular, the distribution of the PowerPoint slides to students or flight instructors, unless this is covered by the license agreement.
- c) The customer will not use the contents of the PowerPoint slides outside of this. Furthermore, he will use the PowerPoint slides exclusively for educational purposes as part of the lesson.
- d) Updates of the PowerPoint slides are regulated by the license agreement and are in any case only available to the licensee if all contractual terms and conditions are adhered to.
- e) All services connected with the PowerPoint slides and claimed by the customer can be billed separately by EDUCADEMY GMBH.
- f) The contents of the PowerPoint slides supplied by EDUCADEMY GMBH are protected by copyright. This applies in particular to all included illustrations, graphics, photos and interactive elements. Upon conclusion of the purchase agreement, the licensee acknowledges that he / she is liable for all damages due to copyright infringement. **A known copyright infringement will be reported.**

6) Delivery and shipping

- a) Unless otherwise agreed, the delivery shall be made from EDUCADEMY GMBH or a company commissioned by EDUCADEMY GMBH to the delivery address specified by the customer. For electronic products, the access data are sent to the e-mail address specified by the customer.
- b) The costs for packaging and shipping are financed by the purchaser. EDUCADEMY GMBH is entitled to make partial deliveries. The resulting shipping costs are at the expense of the purchaser. The current shipping cost table in the version valid at the time of the order applies. This can be requested via phone or e-mail published on the website.
- c) Information about the delivery period is not binding, unless the delivery date has been agreed as an exception.
- d) EDUCADEMY GMBH reserves the right to deliver on advance payment.
- e) The customer must inspect the packaging and the delivered products immediately after receipt for transport damages and have them confirmed by the transport company. If products are delivered with obvious transport damage, the customer must immediately complain to the supplier and contact EDUCADEMY GmbH. The customer subsequently helps to enforce the claims of EDUCADEMY GmbH towards the transport companies.

7) Prices and payment conditions

- a) The prices on the webpages of EDUCADEMY GMBH as well as in advertising publications are non-binding.
- b) The prices and conditions valid on the day of invoicing, which can be obtained from EDUCADEMY GMBH, apply.
- c) The terms of payment result from the invoice. Unless otherwise specified, the following terms of payment apply: Invoice amounts are due for payment immediately after receipt of the invoice by the customer. Payments are to be transferred to the account of EDUCADEMY GMBH at HypoVereinsbank, IBAN: DE17 30220190 0021966169, BIC: HYVEDEMM414.
- d) The customer is automatically in default if the payment is not settled 30 days after receipt of the invoice. In the event of default, EDUCADEMY GMBH is entitled to charge default interest in the amount of 5% above the respective base interest rate announced by the Deutsche Bundesbank. Default charges amounting to 5 EUR per overdue level are not taken into consideration.
- e) The purchaser is only entitled to set-off if his counterclaims are legally established or acknowledged by EDUCADEMY GMBH. The customer is only authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

8) Cancellation policy

- a) **Right of withdrawal:** As a private customer, you have the right to withdraw from this contract within fourteen days without giving a reason. The cancellation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods. To execute your right of withdrawal, you must inform us (EDUCADEMY GMBH, Mühlenstraße 128c, 40668 Meerbusch, Tel: +49 176 806 77 671, E-mail: info@aircademy.com) by means of a clear statement (e.g. by mail or e-mail) about your decision to cancel this contract. A sample withdrawal form can be requested or downloaded on our webpage. This is not mandatory. You can also electronically submit the model withdrawal form or any other unequivocal statement. If you

make use of this option, we will promptly (for example by e-mail) send you a confirmation of the receipt of such revocation. In order to maintain the cancellation period, it is sufficient that you send the notice of the exercise of the right of withdrawal before the expiry of the withdrawal period.

- b) **Consequences of withdrawal:** If you withdraw from this contract, we will refund all the payments we have received from you, including the delivery costs (except for the additional costs that result from changing your delivery method) immediately and no later than fourteen days from the date on which we received the notification of your cancellation of this contract. For this repayment, we will use the same means of payment as you used in the original transaction unless expressly agreed otherwise with you; In no case will you be charged for this repayment fees. We may refuse repayment until we have received the products back or until you have provided proof that you have returned the goods, whichever is the earlier. You must return the goods to us immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You bear the immediate costs of returning the goods. You must pay for any loss of value of the goods only if this loss of value is due to a not necessary for checking the nature, characteristics and functioning of the goods dealing with them.
- c) **Exclusion of the right of withdrawal:** The right of withdrawal does not apply to the following contracts (without prejudice to other statutory provisions):
- a. for the delivery of products which are not prefabricated and need an individual selection, adaptation or provision by the consumer or which are clearly tailored to the personal needs of the consumer,
 - b. for the delivery of audio or video recordings or software, provided that the delivered data carriers have been unsealed by the consumer.

- c) A contract concluded in accordance with these terms and conditions shall remain binding even in the case of legal invalidity of individual points in its other parts. Ineffective provisions shall be replaced by effective and approximate provisions of the parties intended for the purpose intended. The same applies in the case of a contract gap.

Meerbusch, the 01.05.2023

9) Warranty and liability

- a) EDUCADEMY GMBH does not guarantee the completeness, accuracy or timeliness of the information and information contained in the supplied media. Liability in relation to the content is in any case excluded.
- b) If the products delivered to the customer are subject to errors, EDUCADEMY GMBH will eliminate the defect or provide a replacement. If a defect removal or a replacement delivery within a reasonable period is not possible, the customer can either reduce the purchase price or withdraw from the contract.
- c) EDUCADEMY GMBH is liable for the absence of warranted characteristics. Assured properties are only those whose existence is separately assured by EDUCADEMY GMBH in writing (not electronically). Liability for consequential damages that are not covered by assurances is excluded.
- d) EDUCADEMY GMBH points out that according to the current state of technology it is not possible to rule out errors in software and online platform under all conditions of use. The customer will inspect the delivered software or the online platform within two (2) weeks of delivery. This applies in particular with regard to completeness and functionality. Errors detected or easily ascertainable must be reported to EDUCADEMY GMBH in writing within one (1) week. Otherwise, the software, or the online platform, is deemed to be in accordance with the contract. A precise error description must be enclosed.
- e) EDUCADEMY GMBH accepts no liability for any damage caused by installation or use of the supplied software or online platform. In particular, EDUCADEMY GMBH does not warrant that the supplied software will work together with other programs and hardware combinations selected by the licensee.
- f) EDUCADEMY GMBH accepts no liability for indirect or direct damages unless it is impermissibly breached due to intent, gross negligence or slightly negligent breach of essential contractual obligations. This disclaimer also applies to the employees, agents and vicarious agents of EDUCADEMY GMBH
- g) EDUCADEMY GMBH is liable for intentional or grossly negligent violations of essential contractual obligations. In addition, there is a liability - for whatever legal reason - only after the product liability law or in the case of intentional or grossly negligent damage caused by EDUCADEMY GMBH or its vicarious agents.
- h) In the case of a slightly negligent breach of a primary obligation, the liability is limited to the typically foreseeable damage, which is limited by the purchase price and damage to the ordered goods.
- i) If services of third parties are claimed by the provider, the provider is not liable for their quantitative or qualitative availability.

10) Data protection

- a) The current data protection declaration is available on the website or can be requested from EDUCADEMY GmbH.

11) Final provisions

- a) The law of the Federal Republic of Germany applies excluding the UN sales law.
- b) The place of fulfilment for all liabilities arising from the business relationship with the customer is Horn-Bad Meinberg; the place of jurisdiction for merchants is Horn-Bad Meinberg.