

## **Terms and Conditions of Aviation Media & IT GmbH for skytest.de and skytest.com**

as of June 25<sup>th</sup> 2020

### **1. Application**

Each contractual relationship between Aviation Media & IT GmbH (us) and you as a private consumer by the definition of § 13 BGB shall be governed these Terms and Conditions and German civil law. We will not recognize provisions that contradict or deviate from these Terms and Conditions unless we expressly approved these provisions in written form.

If the contracting party is of commercial nature by the definition of § 14 BGB the contractual relationship shall be governed by a separate agreement on the terms of the contractual relationship. If no such agreement was concluded these Terms and Conditions shall be applied alternatively.

### **2. Conclusion of Contract**

Your order is received as your offer to us to conclude a (purchase) contract for the goods ordered. The contract is concluded by our confirmation of your order or shipment of the goods ordered.

### **3. Right of Revocation and Consequences of Revocation**

You have the right to revoke the contract within two weeks without giving reasons. The revocation period is 14 days from the day you or a third party with a mandate to accept on your behalf (who is not a carrier) took the goods into possession. If goods ordered in one process are shipped in partial shipments the revocation period is 14 days from the day you or a third party with a mandate to accept on your behalf (who is not a carrier) took the goods of the final shipment into possession.

To comply with the revocation period it suffices to declare or send off the revocation notice in good time (e.g. by letter, email or fax). Notice of revocation shall be addressed to:

Aviation Media & IT GmbH  
Mr Andreas Gall (MD)  
Akazienweg 3  
91083 Baiersdorf  
Germany

Fax: +49 9133 605497-1  
E-Mail: office{at}skytest.com

You may opt to declare your revocation through our online revocation submission form.

The right of revocation for software products forfeits upon unsealing the software (physically or electronically by installation and activation of the software with your username and password).

In case of a revocation we are obliged to refund all your payments to us including shipment costs (except for costs originating from your choice of a delivery option with higher costs than our cheapest standard shipment) immediately and by the latest within 14 from the day we received your revocation notice. We will refund your payment by the same payment method we received it unless agreed otherwise. We will not charge you any transaction costs for your refund.

We have the right to withhold refund until reception of either the returned goods or return shipment notice, whatever occurs earlier.

In case of revocation you are obliged to ship or return the goods back to us immediately and by the latest within 14 days after declaring your revocation. This period is maintained, if you send the goods of within 14 days after declaring your revocation. You have to cover the costs for the return shipment.

#### **4. Shipping**

We will ship the goods to the address you advise us under our current shipment prices and policies. Software download information is provided within 24 hours by email, if your order is accepted.

Goods ready for dispatch from our stock will be delivered to you within the EC by postal service within seven days after your order, if your order is accepted. If we do not advertise immediate availability of certain goods in the order process, these goods will be delivered to you within the EC by postal service within seven days after the advertised availability.

#### **5. Payments**

You may pay the purchase total in advance by bank transfer, SEPA debit, credit card or PayPal®. A payment by cash on delivery is limited to customers with a German shipping address.

Intra-EC bank transfer orders have delivery periods mentioned in nr. 4 start the day you initiate the bank transfer. A SEPA debit payment mandates us to withdraw the total due from your account. If your account is not covered, your bank has not obligation to fulfill payment. SEPA debits do not withdraw partial payments.

## **6. Reservation of Title and Licenses**

All goods remain our property until completely paid for.

SkyTest® software products are subject to the provisions of the SkyTest® License Agreement. Software products from third party companies distributed by us are subject to their own license terms.

## **7. Material Defects**

Rights and claims of the customer in cases of material defects of goods are subject to the provisions of the governing law.

Aviation Media & IT GmbH, June 25<sup>th</sup> 2020

## **SkyTest® License Agreement Aviation Media & IT GmbH**

as of June 25<sup>th</sup> 2020

SkyTest® preparation software and apps (THE SOFTWARE) are products of Aviation Media & IT GmbH (THE COMPANY) and protected by IP and trademark laws. License purchase and use of the software is governed by the company's Terms and Conditions and the provisions of this License Agreement.

Additional third party license restrictions, commercial terms and privacy policies may apply, if the software is not bought directly from the company but from app store operators.

### **1. Definitions**

Software means all contents of the files provided including but not limited to all updates, modified versions and additions licensed to the customer. Updates are provided free of charge in the first year after purchase. The software and all updates, upgrades, modified versions and additions are provided as 1) intangible media download or on hardcopy (USB flash drive) provided by the company or 2) as app provided by an app store operator.

License means the right of the customer for the non-exclusive installation and unlimited, non-commercial use of the software on a private device as long as customer complies with the provisions of this license agreement. A different license scope may apply for apps subject to terms and conditions of app store operators.

No rights to the software will accrue customer other than those specified herein. The software is distributed as a non-transferable license. The license, the software or any portion of it may not be re-distributed, sold, rented, leased, sublicensed, shared or copied to any third party or third party computer unless explicitly permitted by the company.

Use of the software is subject to activation with an individual skytest.de / skytest.com user account. Company provides customer an individual access key to this user account. User account is created only once and not transferable. Customer is not authorized to provide third parties paid or unpaid access to his user account or access key.

### **2. License Fee**

The software is not sold; rather software copies are licensed to the customer. License is granted upon receipt of a one-time license fee to the company denoted as purchasing price of the software on the websites skytest.de/.com. The license fee covers all charges for the software license including free updates in the first year after license purchase.

### 3. License Activation

Each license has to be activated after first installation of the software on a device of the customer with account username and password in a process of online registration. Customer shall not make activation information accessible for unauthorized parties.

If the software shall be installed on a device of the customer that cannot establish an internet connection, license may be activated in a process of manual registration supported by the support desk of the company.

### 4. System Environment

Certain versions of the software are available for either Microsoft® Windows® and/or Apple® MacOS® and/or Apple® iOS® and/or Google® Android environments. These versions are released for:

- Microsoft® Windows 7® or higher (along with Microsoft® .NET Framework 3.5).
- Apple® MacOS® Sierra® or higher
- Apple® iOS® (for iPad®)
- Google® Android® (for tablet)

Device restrictions may apply.

### 5. Warranty

The software is provided AS IS and AS AVAILABLE . The company warrants to the customer that the software will perform substantially as advertised including the provisions of this license agreement and in accordance with the documentation for the software.

Uninterrupted connectivity of the website, the server and activation template and the uninterrupted approachability of support are not warranted to the customer.

The company can neither warrant training results the customer obtains using the software nor the customer`s performance outcome in later pre-employment screening after preparation with the software. Despite a careful research of information and development of the software actual test conditions at the screening site may differ from the tests composed in the software.

## 6. Customer Privacy

The company respects customer privacy rights and will not share customer information with third parties if not required for fulfillment of mutual contractual obligations.

The customer will be asked to disclose certain personal information such as name, gender, address and email address upon purchase of a software license. This information is collected and saved to register the license under the customer's name and prevent illegal installations of the software.

The company will not use customer information for marketing purposes without explicit consent of the customer.

Customer may opt to share information in community boards embedded in the software. Customer may also opt to share personal performance scores for the tests compiled in the software with the company. If customer agrees to disclose personal performance scores the company may consolidate this information under the premises of anonymity to create benchmark scores of average user performance and share these consolidated scores with the customer community. The company endorses to disclose personal information thoughtfully.

The company takes appropriate precautions to protect customer information from unauthorized access. By using the software and the website the customer agrees to have his personal information transferred to and stored on a server in Germany. The administration of personal information is subject to German law.

Aviation Media & IT GmbH, June 25<sup>th</sup> 2020