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General Terms and Conditions of Airwin Repülőiskola Kft.

1. General Terms

The General Terms and Conditions (**GTC**) applies to all contracts made between Airwin Repülőiskola Kft. (**Airwin**) and any customer with regard to any services authorized for and provided by Airwin or any product sold by Airwin under this GTC and contains the main data protection rules in compliance with the General Data Protection Regulation¹.

1.1. Applicability

This GTC, any other information made available through the links contained therein, and all other information and orders placed under the GTC together establish the entire agreement between any natural or legal person (**User**) and Airwin regarding the use of Airwin's website (**Website**), the purchase of goods purchased through Airwin's webstore available on the Website (**Webstore**), the application to any Course or any other Services.

1.2. Availability

The User explicitly acknowledges the fact that the GTC has been made available in its entirety prior the registration to the Website including, but not limited to the privacy provisions.

1.3. Revision of the GTC

In case of revision to the GTC the User should receive written notification from Airwin with the option to withdraw from the contract. The unilateral withdrawal renders ineligibility for the use of all services provided by Airwin.

1.1. Copyright Notice


All website and content made available through Airwin services are owned either by Airwin or contracted third parties. No content shall be used for either commercial or any purposes without the written consent of the respective owner. Airwin reserves the right to restrict or terminate access to any service in case of improper use of the provided data including, but not limited to the followings:

- unlawful or misleading use of the Website;
- breach of any intellectual property right, other proprietary right, or any other right of third parties or Airwin;
- disclosure or facilitating the disclosure of any information that may mislead anyone about the content of the Website or the Services provided by Airwin or the goods offered in the Webstore;
- disclosure or facilitating the disclosure of any information of Airwin manuals including but not limited to Training Manuals, Operation Manuals, Theory training materials
- violation of Airwin's business interest or reputation.

2. Company Data

Name:	Airwin Repülőiskola Kft.
Address:	1112 Budapest, Péterhegyi út 98.
e-mail:	office@airwin.hu
Tax number:	25587946-2-41
Company registry:	Cg.01-09-283815
Represented by:	Róbert János BÁNKI, <i>managing director</i>
CAA Approval:	HU.ATO.0077
hereinafter as Training Provider, Airwin	

¹ **REGULATION (EU) 2016/679** OF THE EUROPEAN PARLIAMENT AND OF THE **COUNCIL** of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

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3. Services and scope of the GTC

The training provider declares that the Hungarian Civil Aviation Authority (hereinafter the CAA) has approved its training organization under the approval number of **HU.ATO.0077**. This approval certificate permits the following trainings on the following equipment:

Reference	Training Course	Equipment*
PPL	EASA Private Pilot License (Aeroplanes)	Aero AT-3-R100
SE-CR	Single Engine Piston Class Rating	Aero AT-3-R100, Piper Arrow
NR	Night Rating	Aero AT-3-R100, Piper Arrow
SEP-IR	Single Engine Piston Instrument Rating (Aeroplanes)	Piper Arrow, Piper Seneca
CPL	EASA Commercial Pilot License (Aeroplanes)	Piper Arrow, Piper Seneca
MEP-CR	Multi Engine Piston Class Rating (Aeroplanes)	Piper Seneca
MEP-IR	Multi Engine Piston Instrument Upgrade	Piper Seneca
FI	EASA Flight Instructor Course	Aero AT-3-R100
MEP-CRI	Multi Engine Piston Class Rating Instructor	Piper Seneca
IRI	Instrument Rating Instructor	Piper Arrow
ATPL	EASA Airline Transport Pilot License (Aeroplanes) Distance Learning Theoretical Course	Padpilot ATP eBook Series
MCC	Multi Crew Co-operation Training	FNPT II MCC based on Airbus A320
JOT	Jet Orientation Training	FNPT II MCC based on Airbus A320
TB	Time Building	Aero AT-3-R100
A-UPRT	Advanced Upset Prevention and Recovery Training	Pipistrel Virus SW121
Integrated ATPL	Integrated Airline Transport Pilot Course	multiple aircraft types


*Actual equipment used during the provided training course is listed in Airwin ATO Operation Manual.

4. The object and power of the GTC

- a) The Training Provider undertakes the organization of the training course might enrolled by the User following successful application with the equipment associated in accordance with Section 3. of this GTC.
- b) The GTC comes into effect on the date when the User formerly accepts it by clicking on the appropriate box and hyperlink.
- c) The contract shall be in full force until the training course or service have been concluded and the obligations of the parties fulfilled.

5. Application for training or service

- a) The application for any training or service is only possible via the Airwin website by signing in with a unique username and password.
- b) The Training Provider declares that the User shall meet the pre-entry requirements prescribed by the appropriate training manual attached to Airwin ATO Approval.
- c) The User is provided access to the Training Manual associated with the applied training program and all related documentation required by Airwin Organization Management Manual (OMM).
- d) The User undertakes to introduce the copy of the following documents for the Training Provider during the application process alongside with other required documentation:
 - i. The contracted deposit is transferred to the Training Provider's bank account.
 - ii. Digital copy of Passport and VISA
 - iii. Digital copy of a passport size photo

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- iv. Digital copy of all documents required by the appropriate Airwin ATO training manual for enrollment

6. Rights and obligations

6.1. The Training Provider undertakes to:

- a) Maintain all of the required certifications and permissions necessary to organize and conduct the contracted training activity.
- b) In such case, that any of the previously mentioned items are rendered invalid or suspended; the Training Provider informs the User within 10 working days.
- c) Provides access to technical objects and equipment in accordance to Airwin ATO Operation Manual (e.g.: training facilities, aircrafts)
- d) In case of claim, provides extra consolidation or practical flying for the User.
- e) Informs the User in case any previously scheduled consolidation or practical flying is cancelled.
- f) After the contracted training is concluded makes all necessary recommendations for the supervising authority to support the organization of any required practical examination.

6.2. The Training Provider shall have the right for:

- a) Arrange the contracted training in accordance with the appropriate Airwin ATO training manual.
- b) Revoke access from the User for any company facility or equipment.
- c) Examine the User during the contracted training.
- d) Fine the User in case of dereliction from regulations published via the digital introduction package.

6.3. The User undertakes to:


- a) pay the contracted tuition and all incurring costs under the power of this GTC
- b) own and maintain all equipment required to conduct the contracted training (e.g.: PC, Headphone, kneeboard, navigation charts, plotter, uniform etc.)
- c) attend and participate on all events, including theoretical and practical trainings organized and mandated by Airwin.
- d) Responsible for the validity of all required documents including but not limited to medical certificate, pilot license, immigration documents and pilot logbook.
- e) notices that training progress and learning curve is constantly monitored during the contracted training course. In case of failed progress checks or other internal/external examinations this contract might be unilaterally revoked by the Training Provider in accordance with Section 7. of this contract.
- f) maintains good personal health and hygiene to preserve medical qualification during conducting activities organized by Airwin.

6.4. The User shall have right for:

- a) Request extra consolidation or practical flying for additional charge.
- b) Claim revision to the organizational structure, in case of unsatisfied training.
- c) Request change of assigned instructor in accordance with Airwin ATO Operation Manual.

7. Service fee, conditions of payment

- a) Applicable service fees are published after signing in with a unique username and password.
- b) The Parties declare that the currency of payment is Euro (EUR).
- c) With respect to the applied training course(s) indicated in Section 3. and 5. of this GTC the User is obliged to pay all fees prescribed by Airwin Website.
- d) The relevant fees of the contracted training course(s) shall be paid by the User directly to the Training Provider before the first training day of the course.
- e) After this contract is full in force in accordance with Section III. The Training Provider issues an invoice which relates to the contracted training course(s) and sends it to the User via the provided e-mail in Section I. within 5 working days.

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- f) The User shall have the right to officially complain via e-mail within 3 working days. In case of no complaint received by the Training Provider the invoice shall be sentenced as the accepted "tuition fee" by the Parties.
- g) The User is obliged to make a successful payment via bank transfer or in cash (lack of any complaint) within 8 working days from the reception of the invoice. In case of any complaint by the User the deadline begins again from the reception of the amended invoice.
- h) The Parties define that in case of delayed payment the following interests apply:
 - a. on the day of the overdue – a default interest
 - b. generally, a doubled ECB (European Central Bank) basic interest is charged

8. Modification and expiration of this GTC

- a) The modification and addition are possible only in written form, if the parties agree in each term.
- b) This contract expires:
 - a. with the collective agreement of the Parties;
 - b. with regular cancellation;
 - c. with immediate effect in case of heavy dereliction;
- c) The expressly heavy derelictions are considered as follows:
 - a. the User does not pay the service fee within 30 days,
 - b. Breaking heavily the rules of the Airwin ATO Operation Manual,
 - c. the relevant aeronautical rules would be derelict by the User,
 - d. the User would not perform any obligation according to Section 6. of this contract,
 - e. the User would appear on the training unable to perform relevant activities and/or under the effect of any consumable such as alcohol, drugs etc.
 - f. the User would not appear on two consecutive lessons and does not notify Airwin for the absence previously.
- d) In case of cancellation, the Parties have to settle up with each other according to the relevant rules of Hungarian Civil Code (Act V. of 2013).

9. Responsibility


- a) The Parties declare that the User has responsibility for every received asset (including equipment, properties, airplanes).
- b) The User admits it expressly that he/she got every instruction about the fulfilment of this contract (in contact with equipment, properties and the normal using of each airplanes).

10. Vis Maior

- a) Each extraordinary event, which ensure after the concluding of this contract, and could make impossible the performance of the whole contract or it's some dispositions, which was not predictable and avoidable by the Parties as well as not connected with their conduct.
- b) In case of vis maior, the affected Party is obliged to inform the other contracting Party of the situation and of the reason immediately.
- c) These events can be especially any failure of the selected airplane, inconvenient (unsuitable) weather conditions.

11. Remuneration

- a) The Training Provider has the right for any deposit paid in advance by the User which is non-refundable which is 25% of the total training fee.
- b) Refund shall be official, requested in written form by the User. Remuneration is strictly based on the fulfilled and unfulfilled services. The Training Provider undertakes to handle payments within 90 days.
- c) In case of Vis Maior the deadline of any remuneration might be postponed under the discretion of the Airwin provided that the User has been notified in advance with regard the changes of the deadlines.

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- d) The User has the right for the remuneration of the deposit in such case the pre-entry requirements or conditions of [GTC point 6.3 \(d\)](#) are not met before the enrolment of the service or training program.

12. Secrecy and Personal Data

- a) The Parties agree that every data, information, and facts, what they know from this contract from the sign to the fulfilment, will be treated as trade secret. These data, information, facts can be revealed publicly and utilized in the only case if the other partner gave an authorisation to do that. The Parties define that the obligation of secrecy stays in force during the duration of this contract and after the expiration of the contract for 5 years. The obligation of secrecy is not including those data, facts and information that's publicity is based on the law.
- b) The parties mutually acknowledge that the candidates' personal information is processed digitally in accordance to EU 2016/679 General Data Protection Regulation (GDPR) for the organization of the contracted training course(s) and obligation in Section 5.

13. Connection

- a) The Parties define that every declaration or other notice has to be sent written, handed over to each other personally or via Airwin TMS. In case of necessity, the Parties can send their declaration or notices in letter with acknowledgment of receipt, in e-mail, via Airwin TMS, or in fax – and they can be valued as regular, if the consignment was delivered. The notice will come into legal force, when the reception was justified by the addressee.
- b) In case of the delivery - through e-mail, Airwin TMS, or fax – the declaration or the notice will come into legal force, when the addressee receives it with justification: the receipt will have automatically or expressly justified.
- c) In case the addressee would deny the receipt of the consignment, the delivery was completed legally. In case the delivery was unsuccessful, because the addressee did not receive the document (the document returns to the sender with the sign "it was not searched"), the document has to be valued as delivered consignment after 5 working days from the second experiment of delivery, until proof of the opposite.


14. Charges and liabilities

The Training provider is entitled to withhold or charge the following fees ins such case the User fails to comply with the provided conditions:

Charges and liabilities		
Liability	Charge	Entitled party
Cancellation of booking by the User within 24 hours	1 hour of the booked service fee	Training provider
Late arrival of the User more than 20 minutes	1 EUR / minute / engine (surcharge)	Training provider
Overuse of a service beyond the booked timeframe	1 EUR / minute / engine (surcharge)	Training provider
No show for a booked service	The entire service fee	Training provider
Booking: <i>the timeframe when the requested service is available. The booking starts 30 minutes prior the beginning of the service and ends exactly at the end of the booked period.</i>		

Cancellation of booking by Airwin within 24 hours: is only possible if there is an unforeseen error of the aircraft or an unforeseen other duty or illness of the instructor and Airwin cannot ensure the proper circumstances for the provision of the Service. In this case Airwin shall not be liable for any additional expenses incurred by the Student in connection with the postponement of the booking.

Unfit to fly: Students and Hirers shall be able to perform their essential functions while flying and shall not be limited in any aspect because of any health and fitness risks relating to physiological, cognitive, psychological

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and/or psychiatric conditions. Students shall always do a self-assessment in this regard before every flight. All Students and Hirers may report to Airwin that he / she is unfit to fly with the below conditions:

- it shall be reported in advance (self-assessment shall always be done preliminary);
- it may not be exercised in an abusive manner;
- it may be revoked as a reason for delay or no-show maximum once in each month;
- regular application thereof may refer to abusive exercise of such right.

An unfit to fly report duly (12 hours before the start of the booking during Airwin office hours between 10:00 – 16:00 LT) delivered to Airwin before the flight shall exempt the Student from any charge of the booking concerned with the report.

15. Insurance

Unless Student pays Airwin a sum of 190 EUR as an insurance excess waiver fee prior to commencing a Course, Airwin may charge the relevant insurance excess amount (or cost of repair if less than the insurance excess) if an Aircraft is damaged as a result of the Student's negligence (for example, by doing landing with feet on the brakes).

Airwin shall not be held liable for any costs incurred by a Student due to diversions caused by Air Traffic Control instructions, weather conditions or other circumstances or events outside our control.

16. Other dispositions

- a) The Training Provider affirms that they not warrant the successful exam in contact with the trainings.
- b) The User undertakes with signature the rules which are involved in Section 10.
- c) The Parties affirm that the User is responsible for the correct understanding of each English syllabi, in contact with the training.
- d) The Training Provider provides the rules of Company Regulations, Organization, Training, the Educational and the Operational handbook, as well as the rules related to the airport and the other rules.
- e) The Parties declare that the User has to know all rules what are involved in Section 6, hence has responsibility for this.

17. Final dispositions

- a) The Parties define that the Hungarian law and especially the Hungarian Civil Code (Act V. of 2013) relate to the interpretation of this contract and to every term which were not regulated in this contract.
- b) The Parties agree that they attempt to consult about their debates. If they cannot agree, legal steps will be taken by them according to the Hungarian Code of Civil Procedure (Act CXXX. of 2016). The court of competent jurisdiction will proceed in their case.
- c) The Parties also mutually agree to constantly apply Airwin organizational manuals and documents and should be adhered to.
- d) The User admits with signature, that he/she knows the rules of the educational and operational handbooks as well as the rules of the airport and the other regulations and accept them as obligatory.
- e) The Parties could read this contract accurately and it is suitable for their free will and they agree in its entirety without any influence. The accepted GTC is available to all parties through Airwin website and the fact of acceptance is stored on Airwin database via Airwin TMS.