

General Terms and Conditions

V3.0 January 2023

The following terms constitute the General Terms and Conditions according to which Air-English provides the Service to the Candidates.

ARTICLE 1: DEFINITIONS

The capitalized terms shall have the meaning indicated below and shall apply both in the singular and plural:

1.1. "Air-English" or "Air-English.com" means the name under which the Service Provider offers the Service. Air-English has obtained the approval delivered by the Belgian CAA "Direction Générale des Transports Aériens" (DGTA) on February 8th, 2018, and is authorized to subject Candidates to the Examination, in accordance with article 4 of the Belgian Arrêté-Royal dated June 30th, 2008, which regulates the knowledge of English language in the civil aviation.

1.2. "Candidate" means a pilot (private or professional) or a future pilot who intends to sit the Examination. 1.3. "Certificate" means the certificate of "English Language Proficiency" required by ICAO and delivered by Air-English to a Candidate who has passed the Examination.

1.4. "Contract" means these General Terms and Conditions, any agreements to which they are appended and/or any documents to which they refer to (offer, purchase order, invoice, email, etc.).

1.5. "Collaborators" means employees, agents, subcontractors, associates or others of the Service Provider.

1.6. "Examination" means the appropriate aviation language test ("English Language Proficiency Test") required by ICAO.

1.7. "Examination Team" means the people who are in charge to subject a Candidate to an Examination, in accordance with the requirements of Air-English operations manual.

1.8. "Force Majeure" means the circumstances independent of the will of the parties and which result in the impossibility of executing one or more of the obligations provided for in the Contract. The following are examples of cases of force majeure: acts of state or governmental measures in general, acts of war and terrorism, strikes, labor shortages, shortages of raw materials, shortages of equipment or means of transport, breakage of machines, fires, floods, storms, explosions, erupting volcano, and other natural catastrophes.

1.9. "General Terms and Conditions" means these general terms and conditions and any modifications made to them.

1.10. "ICAO" means the International Civil Aviation Organization.

1.11. "Intellectual Property" means the rights to brands, trademarks, drawings, patents, copyrights, sui generis rights on databases, software rights, rights on knowhow, and other intellectual property rights, whether registered or not, as well as any application for any of the above-mentioned rights, and any other rights aiming to provide similar protection or similar

effect on one of the above rights, wherever in the world this may be.

1.12. "Registration Fee" means the price to be paid by the Candidate for the Service.

1.13. "Service" means the service provided by Air-English regarding the Examination procedure.

1.14. « Service Provider » means TEST MY ENGLISH sprl, having his place of residence at 6900 AYE, rue de la Science, 8, BELGIUM

1.15. "Session" means the session during which an Examination is organized by Air-English.

1.16. "Website" means the website www.airenglish.com.

ARTICLE 2: SUPPLY OF SERVICE

2.1. Air-English shall provide the Service to the Candidate, under the terms and conditions described hereunder.

2.2. Air-English shall fulfill its obligations with all the reasonably possible diligence.

ARTICLE 3: LOCATION OF EXAMINATION

3.1. The location of the Examination is determined by Air-English. Locations of Examinations are mentioned on the Website.

3.2. Air-English is entitled to modify the location of the Examination, provided that (i) the Candidate has been informed of this modification with a twenty-four (24) hour prior notice and (ii) the new location is close to the original location.

3.3 In the case of online sessions, the default application will be the ZOOM Video Communications meeting platform. In case of technical problem or upon candidate request, the examiner may choose another meeting platform (Microsoft TEAMS, SKYPE etc.)

ARTICLE 4: REGISTRATION PROCESS TO EXAMINATION

4.1. The registration process to specific Examination is made online by the Candidate, through the Website. 4.2. The Registration Fee is payable in advance via the STRIPE or PAYPAL platforms, in accordance with the instructions set forth on the Website. 4.3. At the end of the registration process, the Candidate will receive a confirmation of its registration by email, as well as an invoice and in the case of Online sessions, an invitation link to the chosen platform. If the Candidate receives no confirmation within two (2) hours after completion of registration process, the Candidate will contact Air-English by email sent to info@airenglish.com.

ARTICLE 5: CANCELLATION OF AN EXAMINATION

By Air-English

5.1. Air-English will be entitled to cancel a Session if the number of registered Candidates is less than four (4), provided that Air-English informs by email the concerned Candidates of this cancellation with a twenty-four (24) hour prior notice.

5.2. In case of cancellation of a Session by Air-English, the Candidate will have the option of full reimbursement of its Registration Fee or rescheduling of another Session, without additional costs.

By the Candidate

5.3. If a registered Candidate cannot sit its Examination, he will inform Air-English accordingly with a five (5) normal working days prior notice. Should this deadline not be respected, Air-English will be entitled to keep the Registration Fee as compensation, except in case of Force Majeure.

ARTICLE 6: RESCHEDULING OF AN EXAMINATION

By Air-English

6.1. Air-English will be entitled to reschedule a Session if the number of registered Candidates is less than four (4), provided that Air-English informs by email the concerned Candidates of this reschedule with a twenty-four (24) hour prior notice.

6.2. In case of rescheduling of a Session by Air-English, the Candidate will be offered to choose any planned session of his choice on the published session calendar, without additional costs.

By the Candidate

6.3. If a registered Candidate cannot sit their Examination, they always have the option to reschedule the session by themselves via a reschedule link provided in the original TRAFFT registration email. They are free to reschedule their exam as many times as they wish, as long as the rescheduling occurs at least seventy-two hours (72) before the actual exam timeslot. Should this deadline not be respected, Air-English will be entitled to keep the Registration Fee as compensation, except in case of Force Majeure.

ARTICLE 7: EXAMINATION SEQUENCE

7.1. To be eligible to its Examination, the Candidate will, in addition of the conditions detailed in article 4, (i) be punctual and (ii) be able to prove his/her identity (ID or valid passport).

7.2. The Examination takes place in four (4) parts.

7.3. Part 1: First, candidates are asked to talk about themselves and their aeronautical experience in a few sentences. After that, the examiners will generally ask a few more questions to encourage further interaction.

7.4. Part 2: Candidates are then presented with an aviation-related picture and asked to describe this picture. The examiners may ask a question or two to complement the description. The image is displayed during the entire exercise.

7.5. Part 3: Candidates are presented with a short text extract (AFM, Check-light, magazine article etc...) and are then asked one or two comprehension questions pertaining to the text. The text extract is displayed during the entire exercise.

7.6. Part 4: Finally, candidates will be required to complete a simulated flight exercise (VFR or IFR depending on the rating they desire) in which the candidate will play the role of the pilot and the examiner that of the Air Traffic Controller.

A scenario with the type and registration of the aircraft, the flight parameters and the emergency encountered by the pilot in flight, as well as a map of the airfield will be shown to the candidate a few minutes before the start. This scenario is displayed during the entire exercise.

7.7. The Examination Team evaluates six (6) different criteria (pronunciation, structure, vocabulary, fluency, comprehension and interactions) based on an ICAO rating scale from one (1) to six (6).

7.8. The final level delivered to the Candidate corresponds to the lowest grade attributed for each of the six above-mentioned criteria. Level four (4) is considered by ICAO as the minimum required level to obtain a Certificate.

7.9. The entire Examination is (video-) recorded by Air-English. Such recording will be used only for legal and audit purposes, in accordance with ICAO requirements and with applicable rules such as laws for protection of private life. Examination recordings are kept on a secure drive for a period of five (5) years.

ARTICLE 8: PARTICULARITIES OF ONLINE SESSIONS

8.1. Online sessions are conducted remotely using the ZOOM application by default. In case of technical problem or upon candidate request, the examiner may choose another meeting platform (Microsoft TEAMS, SKYPE etc.)

8.2. The candidate is solely responsible for the proper use of electronic equipment and software used on their end to take part in the Examination. While our examiners are trained to assist the candidates in case of technical problem,

ARTICLE 9: COMMUNICATION OF EXAMINATION RESULTS

9.1. Within twenty-four (24) hours of the first normal working day after the end of a Session, Air-English will send by email a Certificate to each Candidate who has passed the Examination.

9.2. A Candidate shall be entitled to contest the results of its Examination within one (1) calendar week after the Session date by sending an email to info@airenglish.com. In this case, Air-English will submit Examination records to another Examination Team for final decision. A detailed report of this final decision will be sent to the Candidate by e-mail within one (1) month.

ARTICLE 10 – INTELLECTUAL PROPERTY

The Service Provider is and remains the holder of all Intellectual Property rights related to the Service. The Service Provider declares that to the best of its knowledge, the Service does not violate the Intellectual Property and the contractual rights of third parties.

ARTICLE 11: GUARANTEES AND LIABILITY

11.1. Air-English guarantees the compliance of the Service with the applicable laws and regulations, in particular ICAO recommendations.

11.2. Except for the guarantee under article 9.1 above or an express derogation to the General Terms and Conditions, Air-English shall offer no guarantee and shall assume no liability for the Service provided by it.

11.3. Air-English does not guarantee that the Certificate it delivers will be automatically certified by the local aviation authorities. The Candidate will ask Air-English about such certification in its country. However, Air-English will make its best efforts to assist Candidates in obtaining such certification.

11.4. Air-English has an obligation of means and shall not be held liable for any loss or any damage directly or indirectly related to the execution of the Service.

11.5. Whatever the nature, the basis and the mode of the action taken against Air-English or its Collaborators, the total indemnity due to the Candidate in compensation for its prejudice shall not exceed the amount of the Registration Fee, except in cases of gross negligence or fraud by Air-English and/or its Collaborators.

11.6. The Candidate shall be solely liable for the accuracy of its data registration.

11.7. The Candidate shall refrain from any exploitation and promotion of the Service which may cause harm to the honor or reputation of Air-English.

ARTICLE 12: SUSPENSION OF SERVICE

12.1. Air-English shall be entitled to suspend the Service with immediate effect and without notice in the event of non-compliance by the Candidate with its contractual obligations.

12.2. Air-English shall have the right to suspend the Service without notice or compensation and without prior notification, in the case of Force Majeure as described in article 12 below.

12.3. In both cases, Air-English shall postpone the Examination until the Candidate has fulfilled its contractual obligations or the case of Force Majeure has ended.

12.4 In the case of online exam session, as detailed in article 8, candidates are solely responsible for the proper use of electronic equipment and software used on their end to take part in the Examination.

ARTICLE 13: CONFIDENTIAL INFORMATION

13.1. The Candidate shall treat all information designated as confidential by Air-English and to which it has or must have access within the scope of the execution of the Service as confidential and not to disclose such information.

13.2. The Candidate shall take all the necessary measures to preserve the confidential nature of the confidential information pursuant to the Service, and namely to:

a. only disclose, in whole or in part, verbally or in writing, the confidential information to employees or representatives of the parties needing to know it within the scope of the Service. These persons shall be informed of the content and obligations arising from the Service and the Candidate shall be held liable for the

failures committed within this scope by one of its employees or representatives;

b. not disclose the confidential information to any third party unless express prior written consent is obtained from Air-English;

c. only use the confidential information for the purpose of the Service;

d. return to Air-English, upon simple request by it, as soon as possible, any document and any copies, notes, recordings, memorandum or other document originating from it and containing confidential information; or in the case of online exam sessions, refrain from capturing exam material and/or any part of the examination.

13.3. The obligations of confidentiality described in the General Terms and Conditions are valid for the entire duration of the Service and shall continue for five (5) years following the end of the Service, whatever the cause.

ARTICLE 14: PRIVACY

The Candidate shall allow the entry, processing and use of personal data that it provides for the purpose of contractual relationships, for all investigations/audits and for information, prospecting and promotional purposes and for informing the Candidate about products and services and about contractually associated companies and their products and services. The Candidate shall have the right to object in writing to disclosure of its personal data to associated companies.

14.1 In accordance with the Act of 8 December 1992 concerning privacy in the processing of personal data, the Candidate shall receive free of charge written notification of its personal data, and if necessary, shall have the right to require rectification of incorrect, incomplete or irrelevant data by submitting a dated and signed request to Air-English. In the same way the Candidate may object free of charge to the proposed processing of its personal data for the purpose of direct marketing.

ARTICLE 15: FORCE MAJEURE

15.1. Air-English shall not be held liable towards the Candidate for non-performance or delays in the performance of the Service which shall be due to the occurrence of an event of Force Majeure.

15.2. The Service shall be suspended for the entire duration of the case of Force Majeure.

13.3. Each party undertakes to inform the other party of the occurrence of a case of Force Majeure as soon as it becomes aware of it.

15.3. Should the performance of the Service be impacted by the occurrence of an event of Force Majeure on the Candidate's end, Air-English may require a sworn declaration by the Candidate, on paper and bearing the candidate's signature.



ARTICLE 16: MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

Air-English reserves the right to modify or adapt the General Terms and Conditions. Any modification to the General Terms and Conditions shall, however, only apply to contracts underway with the acceptance of the Candidate, who may not object without reasonable grounds.

ARTICLE 17: MISCELLANEOUS

17.1. Any notifications made between the parties may be validly made by simple mail, fax and email with acknowledgement of receipt. Any change of address must be notified in writing to the other party.

17.2. The Contract constitutes the full agreement between the parties. The provisions of the Contract cancel and rescind any provisions of preceding agreements and arrangements made between the parties and concerning the object of the Contract.

17.3. The Contract is concluded between two independent legal persons, neither of which has the power or capacity to represent or bind the other vis-à-vis third parties.

17.4. The failure by one of the parties to assert a provision of the Contract or to request the execution of one of the provisions of the Contract by the other party shall in no event be interpreted as a current or future waiver of the benefit of these provisions.

17.5. Unless stipulated otherwise in the Contract, all articles of the General Terms and Conditions shall continue to apply after the end of the Contract, whatever its cause.

ARTICLE 18: SETTLEMENT OF DISPUTES AND APPLICABLE LAW

18.1. Any disputes or differences arising in connection with the Service which cannot be settled amicably shall be finally settled by the Courts of Neufchâteau, Belgium.

18.2. Applicable law shall be Belgian law.