

GENERAL TERMS OF SALE AND WEBSITE USE

1 PURPOSE

- 1.1 ECAIR is a company registered in France, under number 533 087 532 of the Companies and Trade Register of Bordeaux. ECAIR's registered office is located at AÉROPARC – 25 RUE MARCEL ISSARTIER – 33700 MÉRIGNAC – FRANCE. It's contact details are listed under article 12 of these General Terms and Website Use (hereafter, the "**General Terms**").
- 1.2 Customer is the user of the Website and/or the pilot who has been registered to follow the courses. Customer may be a natural or legal person. By accepting these General Terms Customer warrants it is at least 18 years of age and has the necessary legal capacity to enter into the order as described under Article 3 (hereafter "**Order**"). If the pilot is under 18 years old, Customer shall be a parent or legal guardian. Specific provisions may apply to natural person Customers who may qualify as Consumers as defined under the Preliminary Article of the French Consumer Code (hereafter, "**Consumer**"). Such provisions are identified with the indication "For Consumers only".
- 1.3 These General Terms of Sale are the terms and conditions governing the commercial relation between ECAIR (as defined under article 1.1) and Customer (as defined under article 1.2), for the use of the Website www.ecair.fr (hereafter, the "**Website**") and for all Orders.
- 1.4 ECAIR may amend its General Terms from time to time. ECAIR recommends that Customer print a copy of the General Terms at the time of the Order for future reference.
- 1.5 By using the Website and/or by making an Order for a course Customer confirms that Customer and pilot agree to comply with these General Terms. The General Terms further include ECAIR'S RULES OF CONDUCT ("Règlement intérieur"). Customer and pilot should ensure full understanding of these documents. Any questions should be directly asked at registration@ecair.fr before making an Order.

2 COURSE ORGANIZATION

- 2.1 Details of the courses developed by ECAIR are given on the Website. Customer should ensure that all prerequisites are met by pilot and that pilot meets the mandatory training requested.
- 2.2 Dates and duration of the course are posted on the Website according to availabilities. ECAIR will contact Customer directly should a change of date be necessary as specified under article 8.
- 2.3 Customer acknowledges that travel, meals and accommodation are not organized by ECAIR and remain at Customer's sole expense and responsibility.
- 2.4 The courses include the appropriate documentation in English only. Courses will take place in French and/or in English to satisfy Customer's request.
- 2.5 The instructor specified at the time of the Order may be replaced at any time at ECAIR's sole discretion for convenience purposes without having to justify such choice to Customer.

2.6 Customer and/or pilot shall comply with all rules, regulations, policies, including ECAIR'S RULES OF CONDUCT and any security procedures concerning use of plane or other. Customer guarantees acceptance, understanding and compliance of these conditions by its employees registered for a course.

3 ORDER

3.1 To place an Order *via* the Website, Customer must go through the following steps:

- (i) Choice of course and date: Customer identifies the appropriate course by clicking on the main course wanted. Customer then chooses a date to attend such course. By clicking on "More details", Customer will obtain for each course the full details regarding prerequisites, the mandatory details, and the course description. Prices indicated on this page are VAT excluded. Indication of the instructor is purely informative and ECAIR remains free to change the instructor at its sole discretion.
- (ii) Your profile: Customer must indicate information regarding the pilot's profile by ticking the appropriate boxes.
- (iii) Your details: Customer must give identification details for the pilot who will be registered for the course and/or for the company where needed. Personal data should only be given with that person's consent.
- (iv) Payment – Terms: Customer can check full price on this page including the price with VAT before placing the Order. Customer may continue with the payment process after having ticked the confirmation box relating to the General Terms and ECAIR'S RULES OF CONDUCT. Customer should only tick the box after having read and understood the General Terms and ECAIR'S RULES OF CONDUCT. For an online payment, Customer will pay by card and be redirected towards a secure payment page generated by STRIPE®. In case of payment by wire transfer Customer will have to contact ECAIR directly.
- (v) Payment Confirmation: A confirmation page will be generated by STRIPE® once the payment process has gone correctly. Furthermore, a confirmation email will be sent to the email address Customer has indicated during the payment process.

3.2 ECAIR does not guarantee that the Website, or any of its content, will always be available or uninterrupted. ECAIR may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. Customer may not claim compensation if the Website cannot be accessed for technical or other reasons.

3.3 The images displayed on the Website are not contractually binding. The courses and the content of each course is described on the "More details" pages.

3.4 ECAIR makes reasonable efforts to update the information on the Website, including the availability of the different courses. However, ECAIR makes no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

3.5 Where the Website contains links to other sites and resources provided by third parties, these links are provided for information only. Such links should not be interpreted as approval by ECAIR of those linked websites or information you may obtain from them. ECAIR has no control over the contents of any linked sites or resources and we will not accept any liability for their content. ECAIR does not accept liability for any loss or damage suffered by Customer by visiting any linked websites.

4 PRICE

4.1 All prices on the Website are stated in Euros. VAT is indicated separately and may be excluded where appropriate by Customer under Customer's sole responsibility.

4.2 Prices remain valid for as long as they are posted on the Website. ECAIR reserves the right to change the prices at any time. Such change will apply to any future Order.

4.3 Prices do not include travel, meals and accommodation.

5 PAYMENT

5.1 Payments are made in Euros only.

5.2 The following payment methods are accepted on the Website: Bank card (Carte Bleue, Visa, Mastercard). Payment is made through a secured payment platform: STRIPE®. ECAIR has therefore no access to Customer's payment details. STRIPE® terms and privacy policy are available on the payment page on which Customer enters its card numbers.

5.3 Customer shall contact ECAIR prior to any payments made by wire transfer or checks at registration@ecair.fr

5.4 Reservation for a course will be confirmed once payment has been received on ECAIR's bank account in full.

5.5 At the time of the Order, Customer shall pay the administration fee and can either choose to pay:

(i) 100% of the course price, or

(ii) 30% of the course price. The additional 70% of the course price shall be paid at the latest seven (7) days before the first day of the course.

5.6 Full payment is required for any booking made seven (7) days before the first day of the course.

- 5.7 Any amounts not received by ECAIR at the due date shall bear interest as of this date, without prior notice, at three times the legal interest rate applicable in France. ECAIR shall also be entitled to demand the payment of a fixed indemnity of 40 euros to cover recovery cost or more if ECAIR shows the supporting documents.

In addition, where payment has not been received within the indicated time limits, ECAIR shall have the right to terminate the Order without compensation as provided for under article 8.2.2(i).

- 5.8 Invoice(s) shall be sent to the address indicated by Customer at the latest 7 days before the beginning of the course.
- 5.9 No discount will be granted for early payment.

6 INSURANCE

- 6.1 ECAIR is insured for liability insurance to third parties by AVIABEL with a maximum coverage of 5 000 000 EUROS per incident and year or series of incidents.

7 CONSUMER RIGHT TO WITHDRAW (For Consumers only)

- 7.1 This article shall only apply to Customers who qualify as a Consumer.
- 7.2 As specified under article L221-18 of the French Consumer Code, Consumer may cancel within a fourteen (14) day period following the date of the Order. Consumer will send its request before expiry of the fourteen (14) day withdrawal period by email to registration@ecair.fr indicating specifically the following elements: Consumer's name, identification of the course and the date for which a booking was made and an unambiguous written instruction to cancel the Order. Customer may also use the model form [here](#).
- 7.3 ECAIR shall reimburse Consumer of the price of the Order (including the administration fee) by using the same payment method as the one used by Consumer to pay the Order or may propose another method to Consumer with its prior approval.
- 7.4 Should Consumer register for a course taking place before the end of the fourteen (14) day withdrawal period, Consumer accepts to waive such right to withdraw. If only part of the course has taken place before the end of the fourteen (14) day withdrawal period Consumer must pay ECAIR for the courses that have taken place including the administration fee and may be reimbursed for those courses that are to occur after the fourteen (14) day withdrawal period if Consumer has made a request to withdraw.

8 CHANGES TO THE ORDER AND CANCELLATION POLICY – TERMINATION

8.1 Changes to the Order:

- (i) Change at Customer's initiative: Any request for a change to the Order by Customer will require ECAIR's prior written approval. Please contact Customer Service (contact details are under article 12)

- (ii) Changes at ECAIR's initiative: Due to special circumstances, ECAIR may require from Customer a change of date which will not give rise to any compensation whatsoever:
 - (i) Each course must count a minimum of two (2) pilots for the training to take place. ECAIR may therefore contact Customer to advance or postpone a course where this minimum is not met in order for the parties to mutually agree to a new date.
 - (ii) Customer accepts that courses may need to be reorganized to take into account bad weather conditions, or mechanical malfunctions likely to occur on machinery/plane rented by ECAIR from third parties and needing attendance. In such cases, ECAIR will contact Customer and the course will be postponed to a later date as mutually agreed between the parties.

8.2 Cancellation - Termination:

Termination by either party will be done in writing by sending a written notice to the other party by email at the following addresses: for ECAIR at registration@ecair.fr and for Customer at the address indicated when entering the Order.

8.2.1 Cancellation at Customer's initiative: Without prejudice to article 7 to which Consumers must refer or article 9 on Force Majeure, cancellation or "no show" will give rise to the following cancellation fee to compensate pilot's no show:

- (i) Up to 7 days before the first day of the course: cancellation fee amounts to 30% of total amount of the Order (excluding the administration fee which is not refundable);
- (ii) As of 7 days before the first day of the course: cancellation fee amounts to 100% of total amount of the Order (excluding the administration fee which is not refundable).

(Example: for a course starting on April 10th, Customer may cancel any time before April 3rd. As of April 3rd included, all sums will be due to ECAIR for "no show" to compensate ECAIR's impossibility to replace the pilot.)

8.2.2 Cancellation at ECAIR's initiative:

- (i) ECAIR may terminate the Order in whole or in part with immediate effect where Customer or pilot has committed a material breach of contractual obligations or instructions including and without limitation late payment or a breach of ECAIR's RULES OF CONDUCT which are fundamental to the proper delivery of the course. In such case and without prejudice to ECAIR's rights in claiming compensation for all costs, damages and losses suffered as a consequence of such material breach by Customer and/or pilot, 100% of the amount of the course will remain with ECAIR.
- (ii) Where ECAIR is no longer able to deliver the course for reasons that do not amount to Force Majeure, ECAIR will terminate the Order. Such termination will give Customer the right to a pro rata reimbursement taking into account the courses that may have already taken place. For the avoidance of doubt, there shall be no further compensation whatsoever including any compensations relating to accommodation, travel or meals.

9 FORCE MAJEURE

- 9.1 Neither party shall be responsible or in default with a breach of a contractual obligation if it occurred because of a Force Majeure as defined under article 1218 of the French Civil code and case-law. Force Majeure may include without limitation: natural disasters, fires, floods, wars, insurrections, embargos or trade measures/restrictions of a national government or the EU, changes in French or European aviation legislation affecting significantly the training.
- 9.2 A Force Majeure shall only affect those obligations of the Parties impacted by such Force Majeure conditions and to the extent to which that Force Majeure has impacted them.
- 9.3 In case of a Force Majeure, the party invoking the Force Majeure shall give notice thereof not later than seven (7) calendar days after commencement of the Force Majeure, describing the event, the anticipated duration, and the anticipated delay in performance of its obligations.
- 9.4 The party invoking the Force Majeure shall be released from the obligation to perform in the scope and for the duration of the existence of the Force Majeure. If the Force Majeure was to last more than six (6) months, the party not invoking the Force Majeure may terminate the order without further compensation.
- 9.5 For purposes of clarification, if the pilot is sick at the time the course is to take place, the parties will determine together a more appropriate date for the course to take place. The amounts payable to ECAIR remain due as provided for under article 5. There would be Force Majeure if the disease directly affecting the pilot was to forbid the pilot from taking the course at any time whatsoever in the next six (6) months.

10 INTELLECTUAL PROPERTY

- 10.1 All intellectual property rights, including copyrights, trademarks, know-how, logos, corporate names and domain names, documentation given out before or during the course whether by email or paper shall be owned exclusively by ECAIR.
- 10.2 Any reproduction, modification, translation, publishing, exploitation of the intellectual property rights may be sanctioned by penal law. Customer shall indemnify and hold harmless ECAIR for any infringement of ECAIR's intellectual property rights.

11 NON-SOLICITATION

- 11.1 During the term and for a period of one year thereafter Customer and/or pilot attending the course shall not directly or indirectly, individually or on behalf of any person, aid or endeavour to solicit or induce any of ECAIR's instructors or employees to accept employment with Customer or any other person, corporation, or entity whatsoever having a competing activity.

12 CLAIMS AND CUSTOMER SERVICE

- 12.1 Customer and ECAIR will communicate primarily via email. Therefore, Customer must communicate an email address that is consulted regularly.

- 12.2 Customer Service is available from Monday to Friday, from 9:00am to 12:30 and from 1:30pm to 5:00pm.
- 12.3 Customer can send a request by email: registration@ecair.fr Following information must be included in the request: Customer name, address, phone number, pilot's name, relevant course, date, describe request.
ECAIR will respond by email and/or phone within five opening days.
If Customer has not received an appropriate answer from ECAIR Customer may refer to the procedure specified under article 13.

13 DISPUTES – APPLICABLE LAW – JURISDICTION

- 13.1 These General Terms are governed by French law.
- 13.2 The parties may at any time seek to settle any dispute arising out of or in connection with the present commercial relationship, including the conclusion, performance, termination of an Order, through mediation. In such case, the most diligent party shall seize Bordeaux-Mediation (located in Bordeaux, France) and require the appointment of one mediator or, if the parties promptly agree on the name of a third party mediator such mediator may be designated by the parties. Fees for the mediation shall be divided equally between both parties. Place of mediation shall be Bordeaux (France). Mediation shall be in French or in English as both parties agree. The first mediation meeting shall be organized promptly. Such mediation process shall not preclude the parties from taking conservatory and interim judicial measures where necessary by referring to the appropriate jurisdiction as specified under article 13.3.
- 13.3 In the event the parties fail to find a solution through the mediation process, disputes shall be brought before the relevant courts of the jurisdiction of the Court of Appeal of Bordeaux.
- 13.4 *For Consumers only:* If Customer is a Consumer, and Consumer has not received a satisfactory response under article 12, Consumer may submit the dispute to a mediator who will help the parties find a solution and/or submit the dispute to the competent jurisdiction.
For French Consumers:
For European Consumers (French excluded):
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

14 PRIVACY POLICY

- 14.1 ECAIR abides by French law "Informatique et Libertés" n°78-17 of January 6, 1978 as modified and by the European Regulation (EU) 2016/679 "General Data Protection Regulation". The data controller is ECAIR and the person in charge of data protection is Philippe Borghini.

Personal Data

- 14.2 ECAIR collects personal data which means any information relating to an identified or identifiable natural person (hereafter “**Data Subject**”). Personal data includes identification information for any registration for a course (including first name, last name, national identification card (or equivalent), email address, phone number, invoice address, highest current licenses and ratings, title). Optional information is indicated as such and is, therefore, communicated with Data Subject’s approval.
- 14.3 The recipients of the personal data processing are ECAIR’s sub-contractors and service providers that participate in the performance of the Order, including but without limitation, flight instructors, training organization Customer refers to. ECAIR may also be compelled to communicate personal data following a court order or an administration’s request. Outside these recipients, personal data is neither communicated nor sold to third parties.
- 14.4 Customer directly provides ECAIR with most of the data collected when:
- Going through the registration process online or places an order with ECAIR;
 - Customer completes a customer survey or provides feedback on the courses;
 - Customer uses the Website via the browser’s cookies;
 - During a course when Data Subject provides personal data.
- Payment details are directly communicated to STRIPE® without ECAIR having access to such data.
- 14.5 ECAIR uses the data to:
- Process Customer’s order and manage the account, including any late payment: the processing is necessary for the performance of the Order to which the Customer and/or Data Subject is party or in order to take steps at the request of the Data Subject prior to entering an Order;
 - Email Customer with relevant information pertaining training courses and ECAIR services: the processing is necessary for the purposes of the legitimate interests pursued by ECAIR to inform its clients;
 - Provide the courses and perform adequately the services. Therefore, ECAIR will communicate Data Subject’s personal data to the instructor who will use it exclusively for the purpose of performing the training: the processing is necessary for the performance of the Order to which the Customer and/or Data Subject is party or in order to take steps at the request of the Data Subject prior to entering an Order;
 - With Customer’s consent, send Customer marketing information about other ECAIR services that could be of interest to Customer as well as those of the ECAIR group or ECAIR’s partner companies. Customer has the right at any time to stop ECAIR from contacting Customer for marketing purposes or giving data to other members of the ECAIR group. If Customer no longer wishes to be contacted for marketing purposes, please click [here](#).
 - Respond to its legal obligations such as if it is required to communicate the data after a court order or a request emanating from an administration or regulatory body;
 - Manage a dispute or complaint that would arise between Data Subject and/or Customer and ECAIR.

- 14.6 ECAIR securely stores the data it has collected on servers located in Germany. The personal data is never transferred out of the European Union.
- 14.7 The personal data is kept three (3) years before being deleted (i.e. erased from our local system and from the servers) or archived (i.e. kept in a database that is not active). However, to be compliant with tax regulation personal data relating to the invoice will be kept ten (10) years. In case of a claim arising between the parties, data may be kept until the claim is settled either by court or amicably and ECAIR may communicate relevant data to legal or financial counsellors.
- 14.8 Data Subject should be fully aware of all of its data protection rights. Every Data Subject is entitled to the following:
- (i) **The right to access** – Data Subject has the right to request ECAIR for copies of its personal data. ECAIR may charge a small fee for this service.
 - (ii) **The right to rectification** – Data Subject has the right to request that ECAIR correct any information it believes is inaccurate. Data Subject also has the right to request ECAIR to complete the information Data Subject believes is incomplete.
 - (iii) **The right to erasure** – Data Subject has the right to request that ECAIR erase Data Subject’s personal data, under certain conditions.
 - (iv) **The right to restrict processing** – Data Subject has the right to request that ECAIR restrict the processing of Data Subject’s personal data, under certain conditions.
 - (v) **The right to object to processing** – Data Subject has the right to object to ECAIR’s processing of Data Subject’s personal data, under certain conditions.
 - (vi) **The right to data portability** – Data Subject has the right to request that ECAIR transfer the data that ECAIR has collected to another organization, or directly to Data Subject, under certain conditions
 - (vii) **The right to give general or specific indications for after death** – Data Subject can give ECAIR general or specific indications about the retention, erasure, and communication of their personal data after they decease. The Data Subject can identify a person that will be in charge of ensuring their correct implementation.
- 14.9 If Data Subject makes a request, such request should be made in writing with a copy of Data Subject’s personal ID by email sent to: registration@ecair.fr ECAIR will have one month to respond to Data Subject. Data Subject may also bring a claim before the CNIL (Commission Nationale Informatique et Libertés) www.cnil.fr or before any other competent national authority.

Cookies

- 14.10 Cookies are text files placed on Customer’s computer to collect standard Internet log information and visitor behavior information. When the Website is visited, ECAIR may collect information from Customer automatically through cookies or similar technology. For further information, visit www.allaboutcookies.org.

- 14.11 ECAIR uses cookies in a range of ways to improve Customer's experience on the Website, including:
- Keeping Customer signed in;
 - Understanding how Customer uses the Website;
 - Calculate statistics, especially about visitor numbers and use of the various services on the Website (sections and content visited, browsing path) in order to improve the relevance and usability of ECAIR services;
 - Implement security measures (for example by asking Customer to reconnect to a particular page or service after a certain period of time); and
 - Display relevant adverts based on Customer's interests (including, without limitation, better offers and other pages.).
- 14.12 There are a number of different types of cookies, however, the Website uses:
- **Strictly Necessary cookies:** these are essential for letting Customer move around the Website and use its full functionality (browser configuration, display, etc.). Without these cookies, certain aspects such as the content may not be displayed correctly. These Cookies are essentially technical in nature and do not contain any information that could identify Customer.
 - **Functionality** – ECAIR uses these cookies so that ECAIR recognizes Customer on the Website and remembers previously selected preferences. These could include preferred language and Customer location. A mix of first-party and third-party cookies are used.
 - **Advertising** – ECAIR uses these cookies to collect information about Customer's visit on the Website, the content viewed, the links followed and information about Customer's browser, device, and IP address. ECAIR sometimes shares limited aspects of this data with third parties for advertising purposes. ECAIR may also share online data collected through cookies with ECAIR's advertising partners. This means that when Customer visits another website, Customer may be shown advertising based on Customer's own browsing patterns on the Website.
- 14.13 Customer can set browser not to accept cookies and remove cookies from browser. However, in a few cases, some of the Website's features may not function as a result. Changing the settings on your browser (for example, Internet Explorer™, Firefox™, Safari™, Google Chrome™, Opera™.) is a free and effective way of determining in advance how cookies should be handled.
- 14.14 The Website contains links to other websites. ECAIR's privacy policy applies only to the Website, so if Customer clicks on a link to another website, Customer should read their privacy policy including for STRIPE®.
- 14.15 For any questions about ECAIR's privacy policy, the data ECAIR holds on Customer and/or pilot, or to exercise one of your data protection rights, please do not hesitate to contact ECAIR. Email
- Email: registration@ecair.fr