

SCHOOL REGULATIONS ATO AVIONER

Update: 07/06/2019

These Regulations constitute an integral part of the website www.avioner.eu, which is a training platform of the ATO Avioner Aviation Training Center, certified by the Civil Aviation Office number: PL/ATO - 53 for conducting theoretical training for the licenses and ratings listed below.

The www.avioner.eu website offers STATIONARY ONLINE courses in the knowledge required to obtain a license:

- PPL(A) – Private Pilot License (Airplane)
- PPL(A) – Private Pilot License (shortened course)
- LAPL(A) – Light Aircraft Pilot Licence (Airplane)

The contents presented during the online session in the lectures are in accordance with the Training Programs for the above-mentioned courses approved by the Civil Aviation Authority and in accordance with the provisions of the European Union PART-FCL and national regulations regarding Qualification Certificates.

By purchasing a training shortened course for PPL(A) license you confirm that you have one of the following licenses:

- SPL or LAPL(S)
- PPL(H) or LAPL(H) helicopter pilot license
- BPL Balloon Pilot License

By using the www.avioner.eu website, you accept the terms of the following Regulations and its Privacy Policy.

The owner of the www.avioner.eu website, hereinafter referred to as the AVIONER Training Center, is:

Syntecode Sp. z o.o.
ul. Pilchowicka 27, 02-175 Warsaw
NIP 527-269-62-19, REGON 14739999

The place of providing the service is the Republic of Poland and the European Union.

The prices of the courses on the website include VAT (Value Added Tax). Unless otherwise stated, the VAT rate included in the price is 23%.

The training participant who is a consumer within the meaning of the relevant provisions has the right to withdraw from the contract without giving reasons within 10 days from the date of its conclusion, by sending the Service Provider a written statement to the address provided under the "Contact" tab. According to the law, this right expires when the user starts using the purchased trainings.

User registration on www.avioner.eu requires the purchase of training, at one of the tabs "I want to fly" or „Register now” proposed in the menu at front page. By creating a new account, the participant gets access to selected, purchased lectures, subjects or entire courses. The user undertakes to provide true data in the registration form. It is not allowed to create multiple accounts by one person or share your account with other people.

The account name (login) can only be an e-mail address of the registering user and can not be changed during the period of using the website www.avioner.eu. The account name will not be visible to other website users.

The User undertakes to keep the password of access to the website confidential.

Accounts of Users who do not comply with the rules of these Regulations may be blocked or removed. The training participant may at any time resign from using the website and delete the account created by sending the appropriate information to the address of the ATO AVIONER Training Center provided in the "Contact" tab. In case of resignation from the service after starting to use it for reasons attributable to the Training Participant, the fee for the unused part of the subscription is not refundable.

The access to the paid training service is started after the receivables have been credited to the account of the ATO AVIONER Training Center.

Time of access to the purchased training, counted from the day of activation by the website administration:

- PPL(A) – training for 70 calendar days
- PPL(A) – shortened course 43 calendar days
- LAPL(A) – training for 70 calendar days

After expiry of the paid training period, access to lectures will be blocked. Data stored in the Participant's account is not automatically deleted after the subscription expires. The training participant may wish to delete all personal data and the ATO AVIONER Training Center is obliged to delete this data. However, this does not apply to data covering the training process, which information must be kept for five years, in accordance with PART-FCL regulations.

Extension of the training period is possible by using the functionality on the website www.avioner.eu, where each participant individually will be informed about the upcoming date of the end of the course - 25% of the time before the closing date of access. In the participant's profile (after logging in, in the upper right corner of the screen) a message will be displayed about the upcoming date of the end of the course. The cost of purchasing an extension of the course duration is detailed in the price list of www.avioner.eu.

In the case of trainings for minors, we reserve the right to block them if we do not receive the subject "Consent of parents" in the original, signed and confirmed by a notary, sent by post within 10 days from the date of activation of the course. See Student Registration Form (front page).

By registering on www.avioner.eu, you consent to the processing of your personal data by the ATO AVIONER Training Center in accordance with the provisions of the Act of 29 August 1997 on the protection of personal data (Journal of Laws of 1997, No. 133, item 883, as amended), for purposes related to using the website www.avioner.eu, sending commercial and advertising information, settling transactions and collecting general demographic information about the participants of the training. At any time, you can opt out of receiving commercial information from us (including news about promotions on the website) - the ability to use the service is not dependent on your consent to receive commercial information.

At the same time, you also agree to share your personal data, i.e. your name, telephone number and e-mail address, partner-certified, air training centers, interested in presenting you with practical training offer.

Detailed rules for the use of your data are governed by the Privacy Policy.

Educational materials contained in the www.avioner.eu website are protected by copyright pursuant to the Act on Copyright and Related Rights (Journal of Laws of 1994, No. 24, item 83 with amendments).

Educational materials made available by the ATO AVIONER Training Center within paid courses can be used only by people who have a paid subscription to use a given course. The training participant (who has a paid subscription) can print materials from the website for personal use without the right to disseminate them.

Individual lectures on offered courses may contain additional downloadable materials that users may distribute. These materials may be disseminated subject to the preservation of their form. Materials whose distribution is allowed will contain information about such a possibility.

If you want to use materials on the website www.avioner.eu, to which the ATO AVIONER Training Center has proprietary copyrights, it is necessary to obtain the written consent of the Center and to conclude a separate agreement.

The ATO AVIONER Training Center reserves the right to periodically update the contents of the training offered and to modify the lectures provided therein.

Using the website requires the following technical conditions of the computer to be met:

1. Using a web browser with html5 support (eg Firefox, Chrome, Safari, EDGE) in the latest version.
2. No javascript script lock in the web browser,

1. POWERS OF THE TRAINING PARTICIPANT

GENERAL POWERS

The training participant has the right to use the Internet during the period of planned training activities:

- teaching aids and audiovisual resources available at www.avioner.eu;

- Training Instructions for the AVIONER Training Center, Operations Manual of the AVIONER Training Center and other sources of navigational and traffic information, to the extent necessary to expand the theoretical knowledge and available on request by the administration of www.avioner.eu.

The training participant has the right to address matters relating to his training to the instructors conducting his trainings, and if this option is used without satisfactory results, to the Head Trainer (HT).

ATO AVIONER Training Center. issues a certificate of its completion to the training participants, according to the template attached to the Training Instruction, containing the assessment (passed or failed). At the request of a training participant who has not completed the training, the AVIONER Training Center issues a certificate on the scope of completed, incomplete (failed) training, based on reports on partial credits generated and held by the website www.avioner.eu.

Using the website www.avioner.eu can be implemented using a desktop computer or a tablet connected to the Internet. The correct playback of lectures depends on the speed of the user's internet connection. Administration ATO Avioner recommends internet connection speed not less than 2 Mb/s (download) and 1 Mb/s (send).

POWERS IN THEORETICAL TRAINING

During theoretical training, the participant has the right to:

- using the help of a theoretical training instructor (GI – Ground Instructor), from each subject in overcoming difficulties in reasoning and mastery of knowledge in this subject;
- changing the date of the exam examining the subject or subject group from the subject specified in the theoretical training plan (online session) or the decision of the Head Trainer (HT) regarding the additional (correction) exam.

NOTE: For changing the date of an online session (passing exam) at the participant's request, if it is not justified by the participant's illness or other important documented reasons, the ATO AVIONER Training Center may request an additional fee from the participant, according to the price list valid in the Center. The delay in training, resulting from further training or due to the change in the date of the exam by the training participant can not be treated as culpable by the ATO AVIONER Training Center for failing to meet the deadline for completing the training.

A complaint submitted by a training participant in connection with non-performance or improper performance of the purchased training should be made in writing and contain:

- name and contact details of the person lodging the complaint,
- name of the account of the User who is being complained about,
- the subject of the complaint, taking into account the circumstances justifying the claim,
- signature of the person lodging the complaint and date of the letter.

The complaint should be sent by e-mail or traditional mail to the address of the ATO AVIONER Training Center provided in the "Contact" tab. The complaint will be considered within 14 calendar days from the date of receiving the written notification, unless the relevant provisions set a different date.

2. OBLIGATIONS OF TRAINING PARTICIPANTS

2.1 GENERAL OBLIGATIONS

TRAINING PARTICIPANT IS OBLIGED:

- comply with the training plans (online sessions and the duration of the online course), delivered or made available to him by e-mail (theoretical training) on time to report to all planned (declared by the participant), classes - online sessions;
- use of the available functionalities of the www.avioner.eu website in a manner safe for the IT system;
- comply with other generally accepted norms and provisions of these Regulations.

2.2 OBLIGATIONS UNDER THEORETICAL TRAINING

The participant of the STATIONARY ONLINE theoretical training is obliged to:

- current acquisition of messages in accordance with the granted theoretical training period on the www.avioner.eu website;
- **only view all lectures and sentences personally, all tests assigned to individual lectures online;**
- watching lectures in the amount of no more than 8 hours a day
- to participate personally in the obligatory classes in the dates mentioned in the training plans - online sessions.

NOTE: the participant of the online session is obliged to get involved in its course by answering questions directly addressed to him personally by the lecturer. A blatant lack of response to direct lecturer questions during an online session gives the lecturer the right to exclude the listener from participation in the final test. This results for the listener re-joining the session in the next planned date.

3. RESPONSIBILITY OF TRAINING PARTICIPANTS

The condition for successfully completing the course in the chosen course is to view all online training lectures (there pass the staged tests) and pass all online sessions ending each subject with an exam in the granted time of access to the www.avioner.eu system.

The training participant undertakes not to take any actions that could interfere with the proper functioning of the www.avioner.eu website, or which may in any way hinder the use of the website to other participants of the training. The training participant undertakes not to attempt to access the resources collected on the website www.avioner.eu, for which he is not authorized. It is forbidden to use automated tools that send data to servers of the ATO AVIONER Training Center or download data from them.

4. RESPONSIBILITY OF AVIONER TRAINING CENTER

ATO Aviation Training Center is not responsible for any difficulties in using the website www.avioner.eu remaining on the user's side, i.e. improper software, hardware or internet connection.

The school administration makes sure that the www.avioner.eu website works reliably. Nevertheless, we allow the possibility of short technical breaks if service work is required.

In the event of breaks longer than 12 hours at www.avioner.eu, we declare compensations by extending the time of access to the purchased trainings. All compensations will be made at the user's request within five business days from the date of the failure.

The ATO AVIONER Training Center reserves the right to amend the Regulations in accordance with the applicable legal regulations. This version of the Regulations is valid.

5. PAYMENTS

The entity providing online payment services is Blue Media S.A.

Available payment methods:

Credit cards:

- * Visa
- * Electron Visa
- * MasterCard
- * MasterCard Electronic
- * Maestro

If there is a need to return funds for a transaction made by the customer with a payment card, the seller will be refunded to the bank account assigned to the payment card of the Ordering Party.

The delivery time is counted from the moment of obtaining the positive payment authorization.

A consumer who has entered into a distance or off-premises contract has the right to withdraw from it without giving a reason within 14 days.

However, starting to use the training is considered to close the right to opt out.