

1. Subject Matter

- 1.1. These General Terms and Conditions of Training Services shall constitute an inseparable part of Magnetic MRO AS or any of its subsidiaries, branches, other Magnetic MRO's associated undertakings (hereinafter – "Magnetic Group") Proposal, Quotation or any other similar document, as applicable (hereinafter – the "Proposal") and Customer's Purchase Order (hereinafter collectively – the "Contract"). No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract and be applicable simply as a result of such document being referred to by the Customer. Deviations from these General Terms and Conditions of Training Services must be agreed in writing. In the event of any conflict between the provisions of these General Terms and Conditions of Training Services and the provisions of any other agreement entered into by Magnetic Group and Customer in respect of any particular services, the more specific provisions of the mutual agreement shall prevail over the more general provisions listed herein.
- 1.2. These Terms and Conditions apply to all training services provided by Magnetic Group, including distance learning courses ("Online Training").
- 1.3. Magnetic Group reserves the right to change, modify, add or remove these Terms and Conditions at any time.

2. Execution of the Contract

- 2.1. Purchase of particular training shall be treated as acceptance of these Terms and Conditions of Training Services and execution of the Contract between Magnetic Group and user (hereinafter – the "Customer") based on such terms and conditions.
- 2.2. Magnetic Group shall perform Training Services under approval certificate No EE.147.0002 and/or EE.145.1002 issued by Estonian Civil Aviation Administration.

3. Termination of the Contract by Customer

- 3.1. Customer may terminate the Contract by written notice to Magnetic Group.
- 3.2. The termination notice may be made with respect to the entire Contract or to individual participants. In case of such termination, Magnetic Group may, in its sole discretion, charge compensation for cancellation as liquidated damages, depending on the time of receipt of the cancellation notice:
 - 45 calendar days and more: none;
 - 44 – 31 calendar days: 25% of Services price;
 - 30 – 21 calendar days: 50% of Services price;
 - 20 calendar days and less: 100% of Services price.
- 3.3. In case of cancellation, the amount to be reimbursed to Customer (if any) will not include bank fees and any taxes, which shall be the sole liability of the Customer.
- 3.4. Any costs incurred by Magnetic Group in preparation of the agreed service will be charged to Customer but will be limited to a maximum of the Contract price minus any applicable cancellation fee.

4. Delay of the course

- 4.1. If, due to force majeure or other reasons beyond Magnetic Group's reasonable control, the course cannot be performed at the agreed date, or can only be performed with unreasonable economic effort, then the course will be performed on the next possible date agreed. The same applies in case of illness of the instructor. The Customer will be informed of the possible options.
- 4.2. Customer may terminate the Contract without any cancellation charge if, due to the delay, the service is no longer of interest for Customer. In case of such termination, any fees paid by Customer will be refunded. Any other claims shall be excluded.

5. Termination of Contract by Magnetic Group

- 5.1. In case Magnetic Group has declared a specific training program to be subject to a minimum number of participants, Magnetic Group may terminate the Contract if such minimum number is not reached. In such case, Customer will be notified one week before course start at the latest. Any training fees paid by Customer will be refunded, or the user will be given a course coupon for paid amount valid for one year from the date of issue. To receive a coupon, the following information should be sent to training@magneticgroup.co: (i) Course name and link; (ii) Email address to which the user is registered in the Magnetic Group system; (iii) Invoice and payment confirmation. The coupon shall be sent within 14 days after receipt of written request.
- 5.2. Any other claims shall be excluded.
- 5.3. The same shall apply in case the training cannot be performed due to Force Majeure, aircraft unavailability or other reasons beyond Magnetic Group's reasonable control. Notification will be made without undue delay.

6. Performance

- 6.1. Customer is responsible for compliance with any requirements for participants' qualifications. The requirements for participation as set forth in the training programs shall apply.
- 6.2. Training will take place at the Magnetic Group's named location. The theoretical classrooms and examination rooms shall meet EASA Part-147 regulation requirements.
- 6.3. If a successful completion of the training requires any exam, the exam will be made according to the applicable Magnetic Group rules, unless otherwise agreed. Magnetic Group does not warrant that the participant will reach the intended training level, nor does Magnetic Group warrant that a participant will pass the exam.

7. Services, Prices, Terms of Payment

- 7.1. Our accepted payments policy gives convenient payment options. Acceptable payments methods: Credit card, Bank transfer, PayPal.
- 7.2. Applicable value added tax will be charged for services performed. All payments to be made by the Customer hereunder shall be made without set off or counterclaim, free and clear of and without deduction for or on account of any present or future taxes, charges, levies, imposts, duties or withholdings. If withholding is required by applicable law, the amount of the payment shall be increased so that the net amount received by Magnetic MRO equals the amount that would have been received absent such withholding.
- 7.3. The agreed total price shall be due and payable without deduction upon receipt of an invoice and within such delay as specified in the invoice. Invoicing and payment will be made not less than 10 (ten) business days before commencement of Training. Customer agrees to pay any fees and charges, which are not required to be paid in advance within ten (10) days following receipt of an invoice. Customer shall pay 0,1% interest charge of the delayed amount for each day of delay. Additionally, Magnetic Group shall be entitled to increase the amount owed by adding collection, court and other recovery costs, including the costs of a lawyer, in terms of which such costs shall amount to at least 15% of the principal sum with a minimum of EUR 125.00, all amounts exclusive of VAT.
- 7.4. Payments shall be made in EURO, unless otherwise agreed by parties. Bank details will be specified in the invoice. Payments shall be made at customer's cost and risk.
- 7.5. Training course certificates are issued only after full payment is received at Magnetic Group bank account.
- 7.6. Magnetic Group will not bear any of the participants' travel expenses. In case the training (at the request of Customer) does not take place at Magnetic Group training premises, Customer will bear the trainer's travel expenses (traveling time, daily allowance, booked air ticket, accommodation costs, rental car for local transport) and all other costs arising from the training location (e.g. freight costs).

7.7. Customer is responsible for the participants' health and accident insurance.

8. Online Training

- 8.1. Information on Online Training can be found on Magnetic Group learning management system <https://learning.magneticgroup.co>.
- 8.2. Any personal information submitted through the use of the Online Training Website is managed according to the Magnetic Group [Privacy policy](#).
- 8.3. Online Training offers users the following options:
- free registration for individual users:
 - ✓ purchase of the offered distance learning courses in the online store;
 - ✓ taking notes during the workshops on each topic;
 - ✓ receiving an electronic or hard copy certificate (hereinafter the Certificate), confirming the listening of the video seminar and the information acquired (a hard copy of the Certificate is ordered separately at an extra fee).
 - additional functions provided to the companies:
 - ✓ ending date (training and documentation) tracking tool;
 - ✓ various mass course handouts to groups;
 - ✓ progress tracking of learner groups.
- 8.4. Online Trainings are available for registered users only.
- 8.5. Individual user registration is freely available to everyone. In case third parties will require extra functionality or request for multiple people, please contact us by training@magneticgroup.co or on the website <https://www.magnetictraining.co>.
- 8.6. User is responsible for compliance with any requirements for participants' qualifications. The requirements for participation as set forth in the training programs shall apply. During the registration the user undertakes to provide only the correct and complete login details. The user is not allowed to sign in using not authentic information. Magnetic Group has the discretion to decide on the correctness, completeness and accuracy of the user login details. Should the user provide false, incomplete or inaccurate data, Magnetic Group has the right to immediately and without notice to the user, to deny user's registration, and remove the user from the registration list.
- 8.7. The user is responsible for accurate data presentation/entry and the certificate issued on their basis.
- 8.8. In case of a forgotten password, the user can click on login page "Forgot password?". A new password will be sent to the user on his/her email address indicated in the registration form.
- 8.9. The administration of Magnetic Group has the right to suspend the user's account without the user's consent if the user fails to comply with or violates the terms of use of Magnetic Group or has failed to make payment in accordance with the payment terms.
- 8.10. The Website may use cookies. A cookie is a small text document, with a unique identification number, which is transferred from this Website to your computer's hard drive. Cookies are used to identify your computer and facilitate your access to this Website or the information contained therein. Most web browsers accept cookies, but you can change your browser settings so that cookies are not accepted. In this case, some Website functions may not work. For more detailed information please read Magnetic Group [Cookie policy](#).
- 8.11. In order to get the certificate, the Online Training user must learn the training material before the submission of answers.
- 8.12. The preparer of materials is responsible for the contents of the materials hosted on the learning management system of Magnetic Group and its compliance with the requirements of the regulations of the European Aviation Safety Agency.

9. Liability / Safety Rules

- 9.1. Magnetic Group shall not be liable for any kind of damage arising directly or indirectly out of or in connection with the performance or non-performance of the training, unless such damages have been caused solely by the gross negligence or intent of Magnetic Group's or its directors, officers, employees and agents. Customer shall abide by the relevant safety and accident prevention rules applicable for trainings within Magnetic Group and its affiliates. For the avoidance of doubt, the Parties expressly agree and understand that Magnetic Group shall not be liable for any malfunction, defect or damage to the aircraft / engine or other equipment arising directly or indirectly out of or in connection with the performance of the training, caused by Instructors or participants of the training and Customer hereby releases Magnetic Group from and indemnifies against any and all liability, and forever waives any and all (including those of third parties) claims, causes of action, charges, damages, and demands of any kind whatsoever, unless customer proves that such damages have been caused solely by gross negligence or willful misconduct of the Instructor. Customer will hold harmless and indemnify Magnetic Group from and against any claims brought by third parties in connection with the Contract, unless such claims are solely due to Magnetic Group's gross negligence or intent.
- 9.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY, MAGNETIC GROUP SHALL NEVER BE LIABLE FOR AND CUSTOMER HEREBY WAIVES, RELEASES AND RENOUNCES ALL RIGHTS AND CLAIMS AGAINST MAGNETIC GROUP TO THE FULLEST EXTENT PERMITTED BY LAW FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, MULTIPLE, PUNITIVE OR INDIRECT LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUE OR PROFIT, LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE, LOSS OF CUSTOMERS, LOSS OF DATA), FOR ANY REASON WHATSOEVER AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), STRICT LIABILITY, EQUITY, TORT, STATUTE OR OTHERWISE.
- 9.3. IN ANY EVENT, MAGNETIC GROUP'S TOTAL LIABILITY FOR ANY AND ALL DEMANDS OR CLAIMS, FOR ANY DAMAGES CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OF ANY SERVICE WILL NOT EXCEED THE PRICE ALLOCABLE TO THE SERVICE WHICH GAVE RISE TO SUCH DEMAND OR CLAIM.

10. Confidentiality and Personal Data Protection

- 10.1. Magnetic Group and Customer shall keep all details connected with the Contract between Magnetic Group and Customer strictly confidential and shall not disclose any details of the Contract to any third party without first obtaining a written consent of the other Party, except (and only insofar as is necessary) in connection with the performance by the Parties hereto of their obligations under the Contract or for the purpose of legal proceedings related thereto.
- 10.2. Whereas in the course of performance of the Contract customer provides certain personal data to Magnetic Group, the Parties hereby wish to set following provisions related to personal data protection, as required under General Data Protection Regulation (EU) 2016/679 as of 27 April 2016 (hereinafter – "GDPR").
- 10.2.1. Magnetic Group warrants that it shall:
 - (i) only process personal data: (a) for the purpose of performance of the Contract; or (b) as otherwise expressly authorised and instructed by the Customer;
 - (ii) process personal data in compliance with all data protection laws; and
 - (iii) take and maintain appropriate technical and organizational measures against the unauthorized or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure customer's compliance with the data protection principles.
 - 10.2.2. Magnetic Group shall not transfer personal data outside the EU without the prior written consent of customer.
 - 10.2.3. Magnetic Group shall not authorize any third party to process personal data in connection with this Contract.
 - 10.2.4. If Magnetic Group receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data or to either party's compliance with data protection laws and the data protection principles set out therein, it shall immediately notify customer and it shall provide customer with full co-operation and assistance in relation to any such complaint, notice or communication.

- 10.2.5. Magnetic Group shall promptly notify the Customer if it becomes aware of any loss, damage, destruction, or unauthorised processing or accidental disclosure of personal data.
- 10.2.6. Magnetic Group shall ensure that access to the personal data is limited to:
 - (i) those employees who need access to the personal data to meet Magnetic Group's obligations under this Contract; and
 - (ii) in the case of any access by any employee, such part or parts of the personal data as is strictly necessary for performance of that employee's duties.
- 10.2.7. Magnetic Group shall ensure that all employees:
 - (i) are informed of the confidential nature of the personal data and have undertaken training in the laws relating to handling personal data;
 - (ii) are aware both of Magnetic Group's duties and their personal duties and obligations under such laws and this Contract;
 - (iii) shall be committed to the confidentiality obligation; and
 - (iv) at all times comply with the Magnetic Group's implemented information security policy.

11. Copyright

- 11.1. Customer and training participants may not copy licensed material or make it accessible to third parties without Magnetic Group's prior written consent. "Licensed material" is any kind of Magnetic Group training documentation and respective software made available.

12. Applicable Law, Jurisdiction, Miscellaneous

- 12.1. The Contract will in all respects, including all matters of construction, validity and performance, be governed by, and construed in accordance with, the laws of the Republic of Estonia, without regard to rules governing conflicts of law.
- 12.2. For the exclusive benefit of Magnetic Group, the Customer irrevocably agrees that the courts of Tallinn are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Agreement and indemnity and that any proceedings may be brought in those courts. Nothing contained in this Clause shall limit the right of Magnetic Group to commence any proceedings against the Customer in any other court of competent jurisdiction nor shall the commencement of any proceedings against the Customer in one or more jurisdictions preclude the commencement of any proceedings in any other jurisdiction, whether concurrently or not.
- 12.3. The International Chamber of Commerce (ICC) Force Majeure Clause (Long Form) is hereby incorporated in the present Contract.