

Standard Terms for the Purchase of Online and Taught Courses

These terms and conditions apply to Services provided by DaVinci Inflight Training Institute

You may contact us at admin@traindavinci.com or + 1 954-870-6171

These terms and conditions are in addition to the Website Disclaimer and apply to the sale of any Online Course and/or Taught Course. Please read these terms and conditions carefully before purchasing an Online Course and/or Taught Course and print off a copy for your records.

Suppose there is any conflict between our Website Disclaimer, these terms and conditions, and any Course Specific Terms and Conditions which might apply to a specific Online Course or Taught Course. In that case, the conflict shall be resolved by applying the following order of priority:

Course Specific Terms and Conditions;

These Standard Terms for the Purchase of Online and Taught Courses;

Website Disclaimer.

For purchases via our website, by clicking on the "Accept" button, you agree to the terms of this agreement, which will bind you. If you do not agree to these terms and conditions, you must cease to purchase any Services. You have 30 Days to complete the course, unless noted within the course.

1. Definitions

"Confidential Information" means the information provided by one party to the other in written, graphic, recorded, machine-readable, or another form concerning the business, clients, suppliers, finances, and other areas of the other party's business or products, including without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

"Course Materials" means the information provided by DaVinci Inflight Training Institute to accompany a course provided as part of the Services in hard copy or electronic form.

"Fees" means the fees paid by you to DaVinci Inflight Training Institute for the Services.

"Intellectual Property Rights" means copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights in or relating to Confidential Information, and other intellectual property rights (registered or unregistered) throughout the world.

"Online Course" means the delivery by us of an online course pursuant to which you learn course materials remotely.

"Services" means the provision of the Online Course and/or the Taught Course and/or the Course Materials together with such other services as agreed from time to time and purchased by you through the Website or by telephone.

"Taught Course" means a course taught by us in a classroom setting to which you attend in person.

"Website" means <https://traindavincionline.thinkific.com/>

"you" means the individual purchasing the Services.

2. The Services

2.1. A description of the Services together with the dates on which the Services will begin are available on our Website. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3 We expect you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification, or employment opportunity from your purchase and completion of any of the Services.

3. Ordering Services

Purchasing Services via the Website

3.1. To purchase any of the Services online, you must register for an account with us via the Website. If you already have an account with us, you can log into your account using your user name and password.

Purchasing Services via the Telephone

3.2. To purchase a Service over the telephone, please call + 1 954-870-6171. You do not need to have registered for an account to purchase any of the Services over the telephone. You must, however, register for an account with us to access your course on-line.

3.3. When you place an order for a Service via the Website or telephone, you are offering to purchase the Services on these terms and conditions. Davinci Inflight Training Institute reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.5 below.

3.4. Following receipt by us of your order for Services via the Website or on the telephone, we will contact you confirming receipt of your order.

3.5. A legally binding agreement between you and us shall come into existence when we have :

- (a) accepted your offer to purchase Services from us by sending you an email confirming the purchase; and
- (b) received payment of the relevant Fees from you in accordance with clause 5 below.

3.6. Where your order consists of multiple Online Courses or multiple Taught Courses, we will treat each course as a separate offer to purchase. Acceptance of your offer to buy one or more courses will not accept your offer to purchase any other courses that make up your order.

3.7. DaVinci Inflight Training Institute does not and is not responsible for booking any examination with any professional body or examination board. It is your responsibility to ensure that you book prior to the relevant closing date any exam necessary that you wish to take and which may or may not be associated with the subject matter of the Services provided to you by DaVinci Inflight Training Institute.

4. Cancellation and Variation

4.1. Subject to clause 4.2 below, where we have accepted/confirmed the Services being purchased by you and formed a legally binding agreement with you in accordance with clause 3.5 above, then you are permitted within 14 working days starting on the day after the date we have concluded our agreement in accordance with clause 3.4, to cancel your purchase of the Services.

4.2. If you have purchased an Online Course and have already accessed, downloaded all or part of the Online Course, and/or started to use that Online Course, then you shall have no right to cancel your order.

4.3. Notwithstanding clause 4.1, there is no other right to cancel or vary your purchase of Services, and any other cancellation and/or variation of course dates will be at the entire discretion of DaVinci Inflight Training Institute.

5. Fees

5.1. The Fees for the Services shall be as set out on the Website or as told to you over the telephone at the time you placed an order for them.

5.2. Unless otherwise specified at the time you purchase the Services, the Fees are exclusive of VAT or other local taxes, the cost of some Course Materials, and any delivery costs payable in respect of the delivery of Course Material to you. Each of these costs will be set out in the Website or told to you over the telephone before purchasing the Services.

5.3. Save where specifically stated otherwise on the Website; all Fees shall be exclusive of any amounts payable to any professional body for registration and examination entry. These are payable by you directly to the relevant professional body or examination board. We accept no responsibility or liability for your failure to book your exam with the relevant professional body or examination.

5.4. Fees for the Service selected by you on the Website or purchased over the telephone shall be debited from your credit/debit card at the time of purchase. Fees must be paid in full prior to you attending any Taught Course or accessing any Online Course.

5.5. Any fees charged by your debit or credit card provider in connection with your purchase of Services are for your own account, and Davinci Inflight Training Institute shall not be responsible for these.

5.6. You shall be responsible for all costs you incur in connection with your attendance at any Taught Courses or your access to any Online Course.

6. Liability

6.1. No part of the provision of the Services shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of investment advice.

6.2. Although DaVinci Inflight Training Institute aims to provide the Services to the highest standards of the industry, neither it nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the programs or Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

6.3. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties, or other terms shall apply to the Services. Subject to clause 6.5, no implied conditions, warranties, or other terms apply (including any implied terms as to the satisfactory quality, fitness for purpose, or conformance with description).

6.4. Subject to clause 6.5 below, DaVinci Inflight Training Institute total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in connection with the relevant Online Course or Taught Course in relation to which a dispute has arisen.

6.5. Nothing in this Agreement shall exclude or limit DaVinci Inflight Training Institute liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation, or (iii) any other matter which under English law may not be limited or excluded.

6.6. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

7. Intellectual Property

7.1. All Intellectual Property Rights in the Course Materials, Online Courses, and the speeches made by trainers at the Taught Courses are and remain the intellectual property of DaVinci Inflight Training Institute or its licensors, whether adapted, written for, or customized for the Client or not.

7.2. You are not authorized to:-

(i) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;

(ii) record on video or audiotape, relay by videophone or other means the Online Course or Taught Course given

(iii) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;

(iv) remove any copyright or other notice of DaVinci Inflight Training Institute on the Course Materials;

(v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

Breach by you of this clause 7.2 shall allow us to terminate these terms and conditions with you immediately and cease to provide you with any Services, including but not limited to access to the Online Courses.

7.3. In consideration of the Fees paid by you, we grant you a limited, non-transferable, non-exclusive license to use the Course Materials and the software in respect of the Online Course for the sole purpose of completing the Online Course and/or attending the Taught Course.

8. Confidentiality

8.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause shall continue notwithstanding the termination of these terms and conditions.

9. Termination

9.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

- fail to pay when due to your Fees;
- act in an aggressive, bullying, offensive, threatening, or harassing manner towards any employee of Fitch Learning Ltd, any teacher or lecturer who provides the Taught Courses or any student who attends any Taught Course;
- cheat or plagiarise any work which you are required to prepare or submit in connection with the Services or during any examination taken in connection with the Services;
- steal or act fraudulently or deceitfully towards our employees or us or any other students who may be on our premises or attending our Taught Courses;
- intentionally or recklessly damage our property or the property of our employees or other students attending our premises;
- are intoxicated through alcohol or illegal drugs while on our premises;
- commit any criminal offense committed on our premises or where the victim is our employee or student;
- are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality), and 10 (restrictions) shall continue, notwithstanding such termination.

10. Assignment

Under these terms and conditions, any Services provided by us are personal to you and cannot be transferred or assigned to any other person.

We shall be entitled to assign these terms and conditions to any other company without prior notice to you.

11. Entire Agreement

These terms and conditions, together with the Website Disclaimer and Course Specific Terms and Conditions, are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

12. Force Majeure

DaVinci Inflight Training Institute shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes, and other Acts of

God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government mandate or regulation.

13. Assignment

We may assign, transfer, sub-contract any of our rights or obligations to any third party at our discretion.

14. Data Protection

14.1 The nature of the Services provided by us means that we will obtain, use, and disclose (together "Use") specific information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services, you agree to this Use.

14.2 When you register with us, you will need to provide specific Data such as your contact details and demographic information. We will store this Data and use it to contact you and provide you with details of the Services you have purchased and otherwise as required during the course's normal provision.

14.3 We may also use the above Data and similar Data you provide us in response to surveys to aggregate user profiles. Unless you click on the relevant button on the Registration Form, provide you with communications. We will not pass any personal data onto anyone outside of DaVinci Inflight Training Institute,

14.3 To enable us to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name, and IP address, the URL you came from and go to, and the parts of the Website you visit.

14.4. We use information such as your User ID, session identifiers, and password to identify whether you are using our services, assist with the provision of services, and ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the Website.

14.5. Our products may link to third-party websites, and we are not responsible for their data policies or procedures or their content.

14.6. DaVinci Inflight Training Institute endeavors to take all reasonable steps to protect your Data, including the use of encryption technology, but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

14.7. DaVinci Inflight Training Institute may supplement the information you provide with information we receive from third parties, such as exam registration bodies or your employer.

14.8. If you wish to change or update the data we hold about you, please e-mail info@trairdavinci.com or contact us at + 1 954-870-6171

15. Law and Jurisdiction

This Agreement is subject to English law, and the parties submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder.

16. Certification

16.1. The price of one certification examination entitles one participant to take one certification exam, independent from the result of the respective test.

16.2. Before the examination, the participant must identify himself or herself by showing a valid government ID for classroom training.

16.3. The use of any aids besides the certification software or manual is forbidden during the certification examination. If the participant uses any other software, data, documents or persons, the examination will be stopped and the results of the examination will be not passed. The participant must pay the full certification fee, no refund.

16.4. Within 24 hours after the end of the examination, DaVinci Inflight training Institute will inform the participant of the examination results.

16.5. After passing the examination, the participant will receive the DaVinci Certification (certificate, digital logos) by either thinkfic or DaVinci by mail within three weeks.

16.6. After a successful certification exam, the participant has the right to use the DaVinci Certified title and logos for a period of two years. This time can be prolonged only by successfully passing another certification examination.

17. Notices

You can contact us by any of the following methods:

Phone: + 1 954-870-6171

Email: info@traindavinci.com

Address: 3330 NW 53rd Street, Ste 301

Ft. Lauderdale, FL 33309, USA