

**1. Subject Matter**

- 1.1. These Terms and Conditions of Training Services apply to all training services provided by MAGNETIC MRO AS (hereinafter – "Magnetic MRO"). User's Standard Contract Terms and Conditions are not applicable. Deviations from these Terms and Conditions of Training Services need to be agreed in writing.
- 1.2. These Terms and Conditions apply to distance learning courses ("Online Training"), as well as instructor – led (classroom) training.
- 1.3. Magnetic MRO reserves the right to change, modify, add or remove these Terms and Conditions, however, undertakes to announce information about the changes on its website <https://magneticmro.com/training>. The user will also receive a notification about such changes through the learning management system (<https://magneticmro.docebosaa.com>).

**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 MRO and user (hereinafter – the "Contract") based on such terms and conditions.
- 2.2. Magnetic MRO 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 MRO until the fifth day before course start.
- 3.2. The termination notice may be made with respect to the entire Contract or to individual participants. In case of such termination, Magnetic MRO may, in its sole discretion, charge cancellation fees. The amount of these fees depends on the time of receipt of the cancellation notice as follows:
  - 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 MRO 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 MRO'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 MRO**

- 5.1. In case Magnetic MRO has declared a specific training program to be subject to a minimum number of participants, Magnetic MRO may terminate the Contract if such minimum number is not reached. In such case, customer will be notified two weeks 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 [technicaltraining@magneticmro.com](mailto:technicaltraining@magneticmro.com): (i) Course name and link; (ii) Email address to which the user is registered in the Magnetic MRO 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 MRO'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 MRO'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 MRO rules, unless otherwise agreed. Magnetic MRO does not warrant that the participant will reach the intended training level, nor does Magnetic MRO 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.
- 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. 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.
- 7.4. Training course certificates are issued only after full payment.
- 7.5. Magnetic MRO will not bear any of the participants' travel expenses. In case the training (at the request of customer) does not take place at Magnetic MRO 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).
- 7.6. Customer is responsible for the participants' health and accident insurance.

**8. Online Training**

- 8.1. Information on Online Training can be found on Magnetic MRO learning management system <https://magneticmro.docebosaa.com>.
- 8.2. Any personal information submitted through the use of the Online Training Website is managed according to the Magnetic MRO [Privacy policy](#).
- 8.3. Online Training offers users the following options:
  - a) 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).
  - b) 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 [technicaltraining@magneticmro.com](mailto:technicaltraining@magneticmro.com) or on the website <https://magneticmro.com/training>.
- 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 MRO 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 MRO 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 MRO 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 MRO or has failed to make payment in accordance to 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 MRO [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 MRO and its compliance with the requirements of the regulations of the European Aviation Safety Agency.

## 9. Liability / Safety Rules

- 9.1. Magnetic MRO 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 by the gross negligence or intent of Magnetic MRO's or its directors, officers, employees and agents. Customer shall abide by the relevant safety and accident prevention rules applicable for trainings within Magnetic MRO and its affiliates. For the avoidance of doubt, the Parties expressly agree and understand that Magnetic MRO 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 MRO 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 by gross negligence or willful misconduct of the Instructor. Customer will hold harmless and indemnify Magnetic MRO from and against any claims brought by third parties in connection with the Contract, unless such claims are due to Magnetic MRO's gross negligence or intent.
- 9.2. Notwithstanding anything to the contrary contained herein, in no event, whether in contract or tort, as a result of breach of the Contract, statutory duty or warranty, as a result of misrepresentation, restitution, product liability, patent infringement or otherwise, Magnetic MRO will be liable for any loss of profit, loss or damage of goodwill, loss of use, loss of revenue, loss of contracts, increased costs and expenses, wasted expenditure, loss of sales or business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information and/or for any and all special, consequential, incidental, resultant or indirect damage or punitive or exemplary damages.

## 10. Confidentiality and Personal Data Protection

- 10.1. Magnetic MRO and customer shall keep all details connected with the Contract between Magnetic MRO 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 MRO, 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 MRO 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 MRO shall not transfer personal data outside the EU without the prior written consent of customer.
- 10.2.3. Magnetic MRO shall not authorize any third party to process personal data in connection with this Contract.
- 10.2.4. If Magnetic MRO 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 MRO 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 MRO shall ensure that access to the personal data is limited to:
- (i) those employees who need access to the personal data to meet Magnetic MRO'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 MRO 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 MRO'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 MRO'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 MRO's prior written consent. "Licensed material" is any kind of Magnetic MRO training documentation and respective software made available.

**12. Applicable Law, Jurisdiction**

12.1. The Contract shall be governed by the laws of the Republic of Estonia. Place of jurisdiction shall be Tallinn, Estonia.