

General Terms and Conditions

v2.1 / June 2010

The following terms constitute the General Terms and Conditions according to which Air-English provides the Service to the Candidates.

ARTICLE 1: DEFINITIONS

The capitalized terms shall have the meaning indicated below and shall apply both in the singular and plural:

1.1. "Air-English" or "Air-English.com" means the name under which the Service Provider offers the Service. Air-English has obtained the approval delivered by the Belgian CAA "Direction Générale des Transports Aériens" (DGTA) on September 16th, 2009, and is authorized to subject Candidates to the Examination, in accordance with article 4 of the Belgian Arrêté-Royal dated June 30th, 2008, which regulates the knowledge of English language in the civil aviation.

1.2. "Candidate" means a pilot (private or professional) or a future pilot who intends to sit the Examination.

1.3. "Certificate" means the certificate of "English Language Proficiency" required by ICAO and delivered by Air-English to a Candidate who has passed the Examination.

1.4. "Contract" means these General Terms and Conditions, any agreements to which they are appended and/or any documents to which they refer to (offer, purchase order, invoice, email, etc.).

1.5. "Collaborators" means employees, agents, sub-contractors, associates or others of the Service Provider.

1.6. "Examination" means the appropriate aviation language test ("English Language Proficiency Test") required by ICAO.

1.7. "Examination Team" means the people who are in charge to subject a Candidate to an Examination, in accordance with the requirements of Air-English operations manual.

1.8. "Force Majeure" means the circumstances independent of the will of the parties and which result in the impossibility of executing one or more of the obligations provided for in the Contract. The following are examples of cases of force majeure: acts of state or governmental measures in general, acts of war and terrorism, strikes, labor shortages, shortages of raw materials, shortages of equipment or means of transport, breakage of

machines, fires, floods, storms, explosions, erupting volcano, and other natural catastrophes.

1.9. "General Terms and Conditions" means these general terms and conditions and any modifications made to them.

1.10. "ICAO" means the International Civil Aviation Organization.

1.11. "Intellectual Property" means the rights to brands, trademarks, drawings, patents, copyrights, sui generis rights on databases, software rights, rights on know-how, and other intellectual property rights, whether registered or not, as well as any application for any of the above mentioned rights, and any other rights aiming to provide similar protection or similar effect on one of the above rights, wherever in the world this may be.

1.12. "Registration Fee" means the price to be paid by the Candidate for the Service.

1.13. "Service" means the service provided by Air-English regarding the Examination procedure.

1.14. "Service Provider" means Frédéric Colson, having his place of residence at 6870 Saint-Hubert, route d'Hatrival 31, Belgium.

1.15. "Session" means the session during which an Examination is organized by Air-English.

1.16. "Website" means the website www.air-english.com.

ARTICLE 2: SUPPLY OF SERVICE

2.1. Air-English shall provide the Service to the Candidate, under the terms and conditions described hereunder.

2.2. Air-English shall fulfill its obligations with all the reasonably possible diligence.

ARTICLE 3: LOCATION OF EXAMINATION

3.1. The location of the Examination is determined by Air-English. Locations of Examinations are mentioned on the Website.

3.2. Air-English is entitled to modify the location of the Examination, provided that (i) the Candidate has been informed of this modification with a twenty-four (24) hour prior notice and (ii) the new location is close to the original location.

ARTICLE 4: REGISTRATION PROCESS TO EXAMINATION

4.1. The registration process to specific Examination is made online by the Candidate, through the Website.

4.2. The Registration Fee is payable in advance, in accordance with the instructions set forth on the Website.

4.3. At the end of the registration process, the Candidate will receive a confirmation of its registration by email, including its registration number. If the Candidate receives no confirmation within two (2) hours after completion of registration process, the Candidate will contact Air-English by email sent to info@air-english.com.

ARTICLE 5: CANCELLATION OF AN EXAMINATION By Air-English

5.1. Air-English will be entitled to cancel a Session if the number of registered Candidates is less than four (4), provided that Air-English informs by email the concerned Candidates of this cancellation with a twenty-four (24) hour prior notice.

5.2. In case of cancellation of a Session by Air-English, the Candidate will have the option of full reimbursement of its Registration Fee or rescheduling of another Session, without additional costs.

By the Candidate

5.3. If a registered Candidate cannot sit its Examination, he will inform Air-English accordingly with a five (5) normal working days prior notice. Should this deadline not be respected, Air-English will be entitled to keep the Registration Fee as compensation, except in case of Force Majeure.

ARTICLE 6: EXAMINATION SEQUENCE

6.1. To be eligible to its Examination, the Candidate will, in addition of the conditions detailed in article 4, (i) be punctual and (ii) be able to prove his/her identity (ID or valid passport).

6.2. The Examination takes place in two (2) parts: a first part (Part I) consisting in answering questions selected randomly by a computer, and a second part (Part II) consisting in a face-to-face conversation with an Examination Team. Both parts are detailed in articles 6.3 and 6.4 hereinafter.

6.3. Part I: the Candidate works alone on a computer provided by Air-English. The Candidate has to answer questions about vocabulary, reading and listening comprehension based on audio and/or video media. The minimum results required for the achievement of this Part are: 60% for Level 4, 70% for Level 5 and 90% for Level 6.

6.4. Part II: The Candidate meets the Examination Team for a face-to-face conversation based on a video document and/or on a specific situation that

can occur during a flight. The Examination Team evaluates six (6) different criteria (pronunciation, structure, vocabulary, fluency, comprehension and interactions) based on an ICAO rating scale from one (1) to six (6).

6.5. The final level delivered to the Candidate will be the lowest result between Part I and Part II. Level four (4) is considered by ICAO as the minimum required level to obtain a Certificate.

6.6. Part I and Part II of the Examination are (video-) recorded by Air-English. Such recording will be only used for legal and audit purposes, in accordance with ICAO requirements and with applicable rules such as laws for protection of private life.

ARTICLE 7: COMMUNICATION OF EXAMINATION RESULTS

7.1. Within two (2) normal working days after the end of a Session, Air-English will send by email a Certificate to each Candidate who has passed the Examination.

7.2. Within five (5) normal working days after the end of a Session, Air-English will send to the Candidates referred in article 7.1.(i) their original Certificate, by ordinary mail.

7.3. A Candidate shall be entitled to contest the results of its Examination within one (1) calendar week after the Session by sending an email to appeal@air-english.com. In this case, Air-English will submit Examination records to another Examination Team for final decision. A detailed report of this final decision will be sent to the Candidate by e-mail.

ARTICLE 8 – INTELLECTUAL PROPERTY

The Service Provider is and remains the holder of all Intellectual Property rights related to the Service. The Service Provider declares that to the best of its knowledge, the Service does not violate the Intellectual Property and the contractual rights of third parties.

ARTICLE 9: GUARANTEES AND LIABILITY

9.1. Air-English guarantees the compliance of the Service with the applicable laws and regulations, in particular ICAO recommendations.

9.2. Except for the guarantee under article 9.1 above or an express derogation to the General Terms and Conditions, Air-English shall offer no guarantee and shall assume no liability for the Service provided by it.

9.3. Air-English does not guarantee that the Certificate it delivers will be automatically certified by the local aviation authorities. The Candidate will ask Air-English about such certification in its country. However, Air-English will make its best efforts to assist Candidates in obtaining such certification.

9.4. Air-English has an obligation of means and shall not be held liable for any loss or any damage directly or indirectly related to the execution of the Service.

9.5. Whatever the nature, the basis and the mode of the action taken against Air-English or its Collaborators, the total indemnity due to the Candidate in compensation for its prejudice shall not exceed the amount of the Registration Fee, except in cases of gross negligence or fraud by Air-English and/or its Collaborators.

9.6. The Candidate shall be solely liable for the accuracy of its data registration.

9.7. The Candidate shall refrain from any exploitation and promotion of the Service which may cause harm to the honor or reputation of Air-English.

ARTICLE 10: SUSPENSION OF SERVICE

10.1. Air-English shall be entitled to suspend the Service with immediate effect and without notice in the event of non-compliance by the Candidate with its contractual obligations.

10.2. Air-English shall have the right to suspend the Service without notice or compensation and without prior notification, in the case of Force Majeure as described in article 12 below.

10.3. In those both cases, Air-English shall postpone the Examination until the Candidate has fulfilled its contractual obligations or the case of Force Majeure has ended.

ARTICLE 11: CONFIDENTIAL INFORMATION

11.1. The Candidate shall treat all information designated as confidential by Air-English and to which it has or must have access within the scope of the execution of the Service as confidential and not to disclose such information.

11.2. The Candidate shall take all the necessary measures to preserve the confidential nature of the confidential information pursuant to the Service, and namely to:

- a. only disclose, in whole or in part, verbally or in writing, the confidential information to employees or representatives of the parties needing to know it within the scope of the Service. These persons shall be informed of the content and obligations arising from the Service and the Candidate shall be held liable for the failures committed within this scope by one of its employees or representatives;
- b. not disclose the confidential information to any third party unless express prior written consent is obtained from Air-English;
- c. only use the confidential information for the purpose of the Service;
- d. return to Air-English, upon simple request by it, as soon as possible, any document and any copies, notes, recordings, memorandum

or other document originating from it and containing confidential information;

11.3. The obligations of confidentiality described in the General Terms and Conditions are valid for the entire duration of the Service and shall continue for five (5) years following the end of the Service, whatever the cause.

ARTICLE 12: FORCE MAJEURE

12.1. Air-English shall not be held liable towards the Candidate for non-performance or delays in the performance of the Service which shall be due to the occurrence of an event of Force Majeure.

12.2. The Service shall be suspended for the entire duration of the case of Force Majeure.

12.3. Each party undertakes to inform the other party of the occurrence of a case of Force Majeure as soon as it becomes aware of it.

ARTICLE 13: MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

Air-English reserves the right to modify or adapt the General Terms and Conditions. Any modification to the General Terms and Conditions shall, however, only apply to contracts underway with the acceptance of the Candidate, who may not object without reasonable grounds.

ARTICLE 14: MISCELLANEOUS

14.1. Any notifications made between the parties may be validly made by simple mail, fax and email with acknowledgement of receipt. Any change of address must be notified in writing to the other party.

14.2. The Contract constitutes the full agreement between the parties. The provisions of the Contract cancel and rescind any provisions of preceding agreements and arrangements made between the parties and concerning the object of the Contract.

14.3. The Contract is concluded between two independent legal persons, neither of which has the power or capacity to represent or bind the other vis-à-vis third parties.

14.4. The failure by one of the parties to assert a provision of the Contract or to request the execution of one of the provisions of the Contract by the other party shall in no event be interpreted as a current or future waiver of the benefit of these provisions.

14.5. Unless stipulated otherwise in the Contract, articles 1, 8, 9, 11, 12, 14 and 15 of the General Terms and Conditions shall continue to apply after the end of the Contract, whatever its cause.

ARTICLE 15: SETTLEMENT OF DISPUTES AND APPLICABLE LAW

15.1. Any disputes or differences arising in connection with the Service which cannot be

settled amicably shall be finally settled by the Courts of Neufchâteau, Belgium.

15.2. Applicable law shall be Belgian law.
