



Terms and Conditions for “Buyers” using the AviSim Marketplace to access offerings of flight simulator training

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Thank you for using AviSim!

Acceptance of Terms

When you have accessed the Marketplace, by ticking the checkbox next to “I understand and agree to the Terms & Conditions” You agree to be bound by and represent that you have understood and accepted these Terms & Conditions.

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1. General

- 1.1 Note that this Agreement does not create any right or obligation of Buyer to purchase any Simulator Training. This Agreement only regulates the Buyer’s access to and use of the Marketplace where Simulator Training is marketed. When Buyer desires to purchase Simulator Training this is purchased directly from the Seller pursuant to a Training Contract, without any involvement of AviSim.



1.2 *Parties*

These terms and conditions for accessibility to offerings of flight simulator training marketed on AviSim's website; www.avisim.com (the "**Marketplace**" as further defined below) (this "**Agreement**") is entered into between:

- i) **You**, a potential purchaser of flight simulator training (the "**Buyer**") and
- ii) **AviSim AB**, a limited liability company incorporated in Sweden with enterprise number 559131-5030, having its registered address at Rohallsvagen 1A, SE - 183 63 Taby, Sweden ("**AviSim**").

1.3 This Agreement together with the Privacy Statement contains the entire agreement between the Buyer and AviSim.

- 1.4 This Agreement supersedes all previous communications, representations, understandings and agreements, either oral or written between AviSim and the Buyer.

2. **Definitions and interpretation information**

2.1 Terms used in this Agreement shall have the meaning defined below:

<i>AviSim</i>	Means AviSim AB as further defined in section 1 above
<i>AviSim Services</i>	Means the services offered by AviSim pursuant to the terms and conditions of this Agreement.
<i>Buyer</i>	Means any purchaser or potential purchaser of Seller's flight simulator training. A Buyer can be a private individual, a corporation, an organization or other legal entity.
<i>Marketplace</i>	Means www.avisim.com , any sub domains thereof and any other website through which AviSim makes available its service platform to enable Buyers to connect with Sellers.
<i>Seller</i>	Means a seller of Simulator Training being marketed on the Marketplace. Each Seller using the Marketplace to offer its Simulator Training has entered into a separate agreement with AviSim.
<i>Seller Information</i>	Means all information about Simulator Training offerings provided by the Seller via its web based solution for purposes of being marketed on the Marketplace, including text and pictures, audio, video and images. It includes but is not limited to information about the flight simulator training service offered by the Seller e.g. data about for which flight models simulator training is offered, geographic location, available time slots and instructions on how to book directly with the Seller. Seller Information may also include the Seller's fees and other terms and conditions for the offered flight simulator training.
<i>Simulator Training</i>	Means the simulator training service (simulator courses or simulator hours) and use of equipment and information offered by the Seller to Buyers.
<i>Training Contract</i>	Means a contract concluded between the Buyer and Seller for the sale and purchase of Simulator Training on the terms and conditions, including price, as agreed between the Seller and Buyer.



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3. Services offered by AviSim

- 3.1 AviSim's Marketplace provides an introductory service between sellers and buyers of aviation simulator training. The Marketplace offers a possibility for sellers of simulator training to list their excess simulator capacity together with price and availability. Buyers have the possibility to view these listed offers and to send price request or booking requests to the Seller.
- 3.2 AviSim is not a party to any Training Contract and the offering of Simulator Training is not made by AviSim but by Sellers. A booking request made via the Marketplace is therefore not binding on either party unless and until the Buyer and Seller has entered a separate agreement; a Training Contract, governing the terms and conditions of the Simulator Training.
- 3.3 While AviSim screens Sellers before they are allowed to make offerings via the Marketplace, AviSim does not warrant the quality of the Simulator Training offered and will not have any liability whatsoever with respect to any Training Contract. Any and all complaints, claims or disputes with respect to a Training Contract must be made to the Seller, in accordance with the provisions of the Training Contract. AviSim does not warrant or represent anything with respect to the Seller, its trustworthiness, creditworthiness, character or nature.
- 3.4 In addition to offering access to the Marketplace and possibilities to make bookings via it, AviSim may provide additional services related to Simulator Training including acquisition support, consulting services, analysis and comparison of offerings and other related services. AviSim can also provide services which are customised to your needs so do not hesitate to contact us in order that we may make a special offer. Additional services are subject to separate pricing.

4. Charges and fees

4.1 Fees to AviSim

The AviSim Service is free of charge for Buyers.

4.2 Fees for Simulator Training

When the Buyer's use of the Marketplace ends up in a Training Contract with a Seller, the fees and charges payable by Buyer for the Simulator Training is as agreed between the Buyer and Seller. Buyer and Seller should regulate the applicable fees and charges for the Simulator Training in the Training Contract. AviSim is not a party to any Training Contract and has no rights or obligations thereunder. The listed price at the marketplace is only an indication and is subject to any subsequent agreement in a Training Contract. AviSim takes no responsibility for any deviations from the listed price as marketed at AviSim and the later actual price.

4.3 Official charges

Any VAT or other taxes, customs duties or other official charges that apply (if any) to the purchase of Simulator Training is also the responsibility of Buyer and Seller and shall be paid by such of them as set forth in the Training Contract. If the Training Contract is silent on who shall be liable to pay any official charges, such party shall be liable as follows from applicable laws, regulations or industry practice in the geographic place where the Simulator Training is performed.

5. Conditions for Buyers desiring to use the AviSim Service

5.1 Age restriction

Buyers who are private individuals must be minimum 18 years or such higher age as required in the country of residence of the Buyer, to use the AviSim Services.



5.2 *Contact information and user account*

The Buyer must create a user account before being allowed to make any booking requests via the Marketplace. Certain basic information about you, including contact details, must be submitted by the Buyer before a user account can be activated. AviSim reserves the right, in its absolute discretion, to deny a Buyer to open a user account. See the Privacy Statement for how we use your personal data provided with the user account opening.

5.3 *Responsibility to comply with regulations*

It is the responsibility of the Buyer to comply with all applicable domestic and international laws and regulations regarding your use of the Marketplace and, if applicable, your purchase, booking requests and solicitation of offers to purchase.

5.4 *Export/import control and sanctions compliance*

The Buyer acknowledges that the Simulator Training together with any documentation or information that may be purchased from Sellers may be subject to export/import control laws and sanctions regulations. Buyer shall not use the AviSim service to access or purchase or attempt to purchase or access any Simulator Training or other products or services that are subject to any sanctions. Buyer will only use the Marketplace in compliance with applicable export/import control regulations.

6. **Intellectual property rights**

6.1 Other than Your content (as defined below), AviSim and/or its licensors own all the intellectual property rights and materials contained in the Marketplace.

You may view, download, and print contents from the site subject to the following conditions:

- (a) the content may be used solely for information purposes; and
- (b) the content may not be modified or altered in any way. You may not republish, distribute, prepare derivative works, or otherwise use the content other than as explicitly permitted herein.

You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of avisim.com without the express written consent of AviSim. You may not use any meta tags or any other "hidden text" utilizing AviSim's name or trademarks without the express written consent of AviSim. You may not use any AviSim logo or other proprietary graphic or trademark as part of the link without express written permission.

6.2 *Restrictions*

You are specifically restricted from all of the following

- publishing any Marketplace material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Marketplace material;
- using the Marketplace in any way that is or may be damaging to the Marketplace;
- any manipulation to the website and its prices.
- using the Marketplace in any way that impacts user access to the Marketplace;
- using the Marketplace contrary to applicable laws and regulations, or in any way may cause harm to the Marketplace, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to the Marketplace;
- using the Marketplace to engage in any advertising or marketing.

Certain areas of the Marketplace are restricted from being access by you and may further restrict access by you to any areas of the Marketplace, at any time, in absolute discretion. Any user ID and password you may have for the Marketplace are confidential and you must maintain confidentiality as well.



7. Limitation of liability and disclaimers

- 7.1 As stated above, AviSim is only providing an introductory service.
- 7.2 It is in AviSim's best interest, for the purpose of its business, to provide an accessible and continuously operating platform. However, AviSim does not warrant that the operation of the website will be uninterrupted or error free. AviSim cannot assure that all web browsers supports AviSim's website and AviSim will not be held responsible for browser not doing so.
- 7.3 AviSim aspires for the Marketplace to be a reliable trading platform and has taken care, through screening of Sellers and subject to separate agreement with Sellers on their use of the Marketplace, to only allow marketing of Simulator Training that is legal and not subject to any sanctions regulations. In case a Seller, in breach of the agreement with AviSim, offers any Simulator Training or any other product or service that is illegal or subject to any sanctions, AviSim can suspend or remove entirely such Seller from the Marketplace. Should you become aware of any such offering in breach of sanctions, please notify AviSim promptly in order that we may take action.
- 7.4 EXCEPT AS EXPRESSLY STATED IN AN AGREEMENT BETWEEN YOU AND AVISIM, ALL CONTENT, SERVICES, PRODUCTS AND SOFTWARE PROVIDED ON THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED TO THE FULLEST EXTENT PERMITTED BY LAW. AVISIM AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NO INFRINGEMENT. YOU ARE SOLELY RESPONSIBLE FOR THE APPROPRIATENESS OF THE SITE, ITS CONTENT, AND THE PRODUCTS AND SERVICES OFFERED BY AVISIM ON THE SITE FOR YOUR INTENDED APPLICATION AND USE. AVISIM DOES NOT WARRANT THAT THE SITE, ITS CONTENT, OR THE PRODUCTS AND SERVICES IT OFFERS ON THE SITE MEET YOUR REQUIREMENTS. AVISIM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY ACTS OR OMISSIONS OR OTHER USERS OF THE MARKETPLACE. IF YOU ARE DISSATISFIED WITH THE MARKETPLACE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE MARKETPLACE.
- 7.5 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL AVISIM, AND (AS APPLICABLE) ITS DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, HOWEVER CAUSED, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS OR SALES, ANY LOSS OF GOODWILL, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE, AVISIM MARKETPLACE SERVICES, OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. AVISIM MARKETPLACE'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF AVISIM MARKETPLACE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) ANY AMOUNT OF FEES YOU PAY TO AVISIM MARKETPLACE IN THE 1 MONTH PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) €100.

8. Dispute between Buyers and Sellers

- 8.1 In the event that you have a dispute with a Seller that you came in contact with via the Marketplace, you recognise and agree that you may not make any claim against AviSim but will release AviSim (and our directors and employees) from any kind of claims, demands and damages, both direct and in direct.



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9. Dissatisfaction with the Marketplace

- 9.1 If you become dissatisfied with the Marketplace in any way, your only remedy is to discontinue use of the Marketplace.

10. Your account cancellation rights

- 10.1 You may at any time cancel your AviSim user account. Contact AviSim regarding your wish to close your account. We then will close your account and delete your account details.

11. Termination of buyers access

- 11.1 Without limiting any other remedies which may be available to AviSim, AviSim have the right to terminate your access to the Marketplace at AviSim's sole discretion, at any time for any reason.

12. Communication and contact details

- 12.1 If you have any questions about this Agreement, the practices of the Marketplace, or your dealings with this site, please contact us at:

email: info@avisim.com

website: www.avisim.com

- 12.2 Notices to be given hereunder shall unless otherwise specified be given in writing. E-mail messages shall be deemed to constitute written notice.

- 12.3 Notices shall be deemed to have been received on the first business day following dispatch provided it is sent to the relevant e-mail address provided upon registration or as set out in this Agreement. Assistance from AviSim will not be available outside of normal business hours.

13. How we use your personal information (Data protection)

- 13.1 For information how we use your personal information see our Privacy Terms at www.avisim.com.

14. Change of this agreement

- 14.1 AviSim reserves the right to alter these Terms & Conditions and the functionality of the Marketplace at any time. Any amendments will be published on the Marketplace website so please review the "Last revised" date on the top of the page. For any material change to these Terms & Conditions AviSim will notify account owners by posting on the website or by email or other means that AviSim finds appropriate. What constitutes a "material change" will be at AviSim's discretion, using reasonable judgement.



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15. Law and jurisdiction

- 15.1 This Agreement shall be governed by and interpreted in accordance with the substantive laws of Sweden. The Swedish courts shall have exclusive jurisdiction to settle any dispute, controversy or claim arising out of or in relation to this Agreement (including any dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this Agreement) and the parties submit to the exclusive jurisdiction of the courts of Sweden.

End.