

PILOTKINGDOM.COM - GENERAL CONTRACTUAL CONDITIONS

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FOREWORD

Pilotkingdom s.r.l. is an Internet-based company providing a service that consists of software applications designed to enable Users to publish and/or search for leisure and/or training services for pilots, and to communicate between each other.

Pilotkingdom s.r.l. simplifies the process of searching for leisure and/or training services offered by flying schools or training organizations (e.g. pilot training courses, real flying time, simulated flying time), flying clubs, and commercial and private aircraft and/or flight simulator operators.

Pilotkingdom s.r.l. provides proprietary *software*-based tools that enable users to publish their content (e.g. general conditions of training courses, descriptions, tariffs, etc.)

The services offered by Pilotkingdom s.r.l. in no way constitute a guarantee that Users will procure additional customers.

Furthermore, Pilotkingdom s.r.l. hereby draws the attention of Users to the clauses set out below regarding limitations of responsibility.

Pilotkingdom s.r.l. allows Internet Users to avail themselves of the internet platform hosted on its website, in addition to the *e-commerce* and marketing services and/or functions.

The purpose of these general conditions (hereafter referred to as “GC”) is to regulate the way services described on the internet site www.pilotkingdom.com (hereafter referred to as “the Site”) are provided to users, and manage access to, and conditions of use of, the Site, including access and use outside from outside the Territory of the Italian Republic.

These GC shall continue to regulate the way the Site is used even in the event of any modification thereto.

These GC shall apply to all the services offered on the Site, including any that may be introduced at a future date.

No general conditions and/or license conditions and/or commercial conditions other than those set out in these GC shall apply, even if not expressly excluded by Pilotkingdom s.r.l.

1. DEFINITIONS

1. Within the ambit of this document, the following expressions shall correspond to the definitions indicated adjacent to them:

“GC”: these general conditions of use;

“Site”: the internet website www.pilotkingdom.com

“Consumer”: the natural or legal person who intends to avail themselves of actual and/or simulated flight or training services, via the Site;

“Seller”: the flying school, training organization, flying club, or commercial and/or private aircraft and/or flight simulator operators who intend to provide actual and/or simulated flight or training services, via the Site;

“User”: both the Consumers and the Sellers;

“*Account*”: the profile that must be created on the Site in order become a User and access the services provided on the Site

“Commission”: the payment due for provision of the activities provided on the Site;

-“*Software*”: the Site *software*

“Subscription”. the options available on the Site for activating payment services.

“Flight Hour” aircraft rental hour with fuel included, with or without pilot, with or without instructor as well as simulator rental hour with or without instructor.

2. ACCEPTANCE OF GENERAL CONDITIONS

1. The User declares and acknowledges that he/she has read and understood these GC in their entirety, including the Foreword, which constitutes an integral of the GC, and is incorporated therein.
2. By registering on the Site, the User acknowledges that he/she has read, understood and accepted these GC.
3. Users under the age of eighteen may not register on the Site.
4. Pilotkingdom s.r.l reserves the right to modify any part of the GC at any time. Where necessary, these GC shall be deemed to be integrated or modified by the specific terms of use applying to given functions available on the Site.
5. Users should ensure that they consult the most recent version of the GC, available on the Site, at regular intervals.

3. OBJECT

1. Pilotkingdom s.r.l, in accordance with the terms and conditions set out in these GC, offers Users access to the Site, which enables Sellers to publicize and offer flying hours (effective and/or simulated) and/or training services for sale, thereby matching supply and demand.
2. The User acknowledges and accepts that Pilotkingdom s.r.l is in no way involved in, or party to, any agreement, contract or contractual relationship of any nature stipulated between Users.

4. REGISTRATION

1. To register on the Site, Users must create an *Account*.
2. *Accounts* may be created and modified free of charge.
3. By registering on the Site, the user declares that he/she has read and understood these GC, that he/she accepts them in their entirety, and that, moreover:
 - a) he/she is aware that, in order to avail him/herself of effective or simulated flying hours without the presence of an instructor pilot, he/she must be in possession of a valid pilot's license
 - b) he/she acquires the non-exclusive and non-transferable right to utilize the services provided on the Site, in accordance with these GC, for private or commercial purposes (depending on declarations provided during the registration process). Any use other than that declared shall be prohibited, unless expressly authorized, in writing, by Pilotkingdom s.r.l ("the Company");
 - c) if registered as a Seller, he/she declares that he/she is in possession of the legal authorizations necessary to provide the aircraft and/or flight simulator rental services and paid air passenger transport services.
4. Users may register as Consumers only if they are in possession of the minimum legal requirements, as defined by EASA (*European Aviation Safety Agency*) regulations, for participation in courses for obtaining a pilot's license and, in any event, in possession of the minimum legal requirements necessary to utilize the effective or simulated flight services.

5. By accessing, utilizing or registering on the Site, Users declare and guarantee that they are in possession of the requirements indicated at point 4, above.
6. It shall be the exclusive responsibility of the Seller, and under no circumstance that of Pilotkingdom s.r.l, to verify the identity of the Consumer, his/her age, and that he/she is in possession of the necessary pilot's license.
7. Pilotkingdom s.r.l reserves the right to check the user's personal data. Consequently, the User undertakes to provide Pilotkingdom s.r.l with a copy of his/her identity documents, if requested.
8. In the event of any unlawful use of the Site by minors, it shall be implied and assumed that any such use was made with the permission and supervision of their parents, guardians or legal representatives, who shall assume sole and exclusive responsibility for the consequences of all and any actions carried out by such minors, insofar as they affect Pilotkingdom s.r.l.
9. Upon registration, Users shall complete all the obligatory fields in the registration form and declare that they have read, understood and accept, expressly and without exception, these GC.
10. Upon completion of the registration process on the Pilotkingdom s.r.l Site, the User shall be deemed to have entered into a contract with Pilotkingdom s.r.l.

5. IDENTIFICATION

1. In addition to a copy of his/her identity document, the User undertakes to provide, under his/her sole responsibility, all the information necessary to identify him/her - specifically, civil status, name, surname, *email* address, telephone number, and company data - guaranteeing that all such information is exact and correct.
2. The User shall be responsible for updating his/her *Account* in the event of any variations in the above-mentioned information.
3. Upon completion of the registration process, each User will be identified by an *Account*, and *email* address, corresponding to his/her user name, and a password. In order to access the Site, Users must enter their user name and password.

4. The User undertakes to maintain the password he/she selected when creating his/her account secret, and not to reveal it to anyone else. If the User loses his/her password, or reveals it to anyone else, he/she undertakes to inform the Site immediately.
5. The Users bears sole responsibility for the use of his/her access credentials, including by third parties, and undertakes to adopt the appropriate measures in order to ensure that they remain reserved and are not revealed to third parties.
6. The User undertakes not to create additional *Accounts*, either on his/her own behalf, or that of any third parties.

6. VERIFICATIONS

1. In the interests of transparency, and in order to increase security, or prevent or detect any fraudulent usage of the Site or its services, the Site may decide to implement a system for verifying information provided in the User profiles.
2. The User acknowledges and accepts that any reference on the Site to “verified” information, or any similar term, signifies exclusively that a User has been verified successfully by the existing procedure on the Site.
3. Under no circumstances may the Site be considered responsible for, or held to guarantee, the veracity, reliability or validity of the information subjected to the verification procedure
4. The Site reserves the right to suspend Users, limit their access to the Site or cancel their registrations.

7. USE OF SERVICES

1. The relationship between the Consumers and Sellers, including the purchase of and/or payment for services, as well as their provision, shall be limited exclusively to the Consumer and the Seller and shall in no way involve the Pilotkingdom s.r.l company, which shall retain a neutral role, entirely extraneous to the above-mentioned parties, and shall not be held to represent either in any way.

2. The sales price may not be modified in any way.
3. Under no circumstances may the Seller modify the hourly rental price once a booking has been confirmed, with the exception of the application of any taxes and/or duties and/or local costs required by the law.
4. In the event that, in the opinion of Pilotkingdom s.r.l, the User attempts to modify the sales price, as indicated in point 3 above, in any way, the User shall be liable to pay a penalty equivalent to 25% of the final price of the flying hours.
5. Pilotkingdom s.r.l reserves the right to reject or cancel any sales contracts that it deems:
 - a) not to have been concluded in good faith;
 - b) have been stipulated with the intent of manipulating the sales process;
 - c) are prohibited under applicable laws and/or regulations.
6. Pilotkingdom s.r.l may not be held responsible in any way by either of the parties in the event of withdrawal, delay or cancellation of the services for any reason.

8. COST OF THE SERVICES

1. By registering on the Site, the User recognizes the right of Pilotkingdom s.r.l to receive a transaction fee and a Commission equivalent to a portion of the total sales price of the service; for more details, go to [THIS LINK](#).
2. Pilotkingdom s.r.l reserves the right to modify or introduce, at its own discretion, and without prior notice, additional documented costs, payable by the User, and also to modify the entity of the Commission, providing suitable notice via email.

9. TERMS OF PAYMENT

1. Pilotkingdom s.r.l shall receive a payment equivalent to 20% of the cost of each service hour; such payments must be made in full and in advance, as described in the summary that appears before completing any type of economic transaction on the Site.
2. The amount will be charged directly to the user, who may pay by credit card or PayPal.
3. By placing a booking, the Consumer grants Pilotkingdom s.r.l a mandate to collect the sums corresponding to the selected subscription, and any renewals thereof, in his/her

name and on his/her behalf, including the price of the service offered by the Seller and the Commission, in addition to any other transaction costs, taxes, VAT and any other expenses as specified in the sales contract.

4. Once the date for cancelling the booking or purchase has expired, where applicable, Pilotkingdom s.r.l shall collect the entire sum paid by the User, including taxes, duties, VAT, transaction costs, Commission, the costs of the service offered by the Seller, and any other expenses, as specified in the sales contract, and after 15 days will transfer the resulting amount, net of any taxes, duties, VAT, transaction costs, Commission, and the service costs, to the Seller.
5. Any additional costs and/or taxes for which the Consumer may be liable as the result of specific national or international regulations shall be the sole responsibility of the Seller, and in no way that of Pilotkingdom s.r.l.
6. The User shall be liable for any costs resulting from any currency exchange operations that may be necessary as part of the transaction.
7. Each sum received by Pilotkingdom s.r.l shall be deposited in a current account used to collect payments made by the Users.
8. The User expressly accepts that:
 - a) no interest will be payable on any sums received by Pilotkingdom s.r.l in the name, and on behalf of the Sellers;
 - b) he/she shall undertake to respond diligently to any request made by Pilotkingdom s.r.l and, in general, by any administrative authority or competent court regarding the measures designed to prevent and combat money laundering, providing all the necessary proofs of address and/or identity whenever requested.
9. In the event of a failure to respond to such a request, Pilotkingdom shall adopt any measure it sees fit, including, but not limited to, freezing the sums that have been paid and/or suspending the *Account* and/or terminating these GC of use.
10. After booking flying hours in an aircraft and/or on a flight simulator (with or without a pilot/instructor), the Consumers who have made the booking (or bookings) may cancel it (or them) free of charge at any time up until 96 hours before the time the service is due to be provided by the Seller, thus obtaining a refund of the sums that were

paid when the booking was made. Pilotkingdom s.r.l reserves the right to withhold a sum equivalent to the costs of the transaction. If the booking is not cancelled within this time limit, the Site shall deem the service to have been provided and confirmed by the Consumer and no refunds shall be payable.

11. In the event of a booking being confirmed, whether expressly or tacitly, after 15 days, the Seller shall receive a sum equivalent to the total paid by the Consumer at the moment he/she made the booking in his/her designated current account, net of the transaction costs for the ad hoc payment service used by the User purchasing the service, and the Commission. In order to ensure that the sums owing are paid correctly, the Seller shall be responsible for ensuring that the payment details he/she supplies are correct, and may request that the payments be made to his/her own bank account (by entering the appropriate banking coordinates when setting up his/her *Account*).
12. The payment order in the name of the Seller shall be issued within 15 days of the expiry of the cancellation period for the bookings made via the Site (provided the Seller indicated his/her banking coordinates correctly during the registration process).
13. Upon expiry of the legally applicable time limits, any unclaimed sums will be deemed to belong to Pilotkingdom s.r.l.

10. SUBSCRIPTIONS

1. The Consumer may decide to associate one of the “Subscriptions” available on the Site with his/her *Account*, paying the expenses, fees and services supplied via the Site in advance.
2. The User shall authorize Pilotkingdom to collect the monthly subscription fee via PayPal.
3. Subscriptions are renewed automatically, subject to the same terms, conditions and duration, unless expressly cancelled in accordance with the procedures set out on the Site and at least one month before the expiry date.
4. In the event that the Consumer cancels a Subscription before its natural expiry date, the Subscription shall remain active until its expiry date, and shall not be renewed

automatically thereafter. No refunds shall be payable for any unused portions of a Subscription.

5. The sums paid to Pilotkingdom s.r.l by the User are held in the current accounts registered to Pilotkingdom s.r.l and are not kept separate from sums paid by other users or the Pilotkingdom s.r.l operating funds.
6. Under no circumstance shall the user have the right to receive interest accruing or any other earnings on the sums paid.
7. Pilotkingdom s.r.l shall have the right to receive any interest accruing on the sums present in its bank accounts, which may include sums relative to the *Accounts* of its Users. Such interest shall be attributable solely to Pilotkingdom s.r.l, which shall not be liable to pay interest accruing on the above-mentioned sums to the Users.
8. The User acknowledges that:
 - a) Pilotkingdom s.r.l is not a bank or a financial intermediary and does not provide the User with banking or financial services;
 - b) Pilotkingdom s.r.l does not act as a *trustee* for such sums;
 - c) the total of the sums paid by the User is not insured and does not constitute a guaranteed deposit;
 - d) Pilotkingdom s.r.l shall hold the sums paid by the User, without segregating them in a separate account.

11. BOOKINGS

1. Each Seller shall have the right to publish purchasable services on the Site, in compliance with the terms of his/her subscription.
2. Each Seller is allowed to sell airplane, helicopter ultralight class, and simulator hours. With reference to airplane, helicopter ultralight class the Seller is allowed to sell through the site flight hours with fuel included. It is not allowed to the Seller to require the consumer additional fees or payments for fuel.
3. The platform users may book single or multiple, effective or simulated flying hours via the Site.

4. Once the cancellation period has expired, the users shall pay Pilotkingdom s.r.l a percentage of the total value of each individual hour, as indicated at the moment of purchase, in addition to the transactions costs, taxes, duties, VAT and any other expenses. The percentage varies, depending on the Seller, and is indicated at the moment of purchase.
5. The remaining 80% of the value of each individual effective or simulated flying hour, plus any optional extras (for example, the presence of a flying instructor) will be paid directly to the Seller before the service that has been booked is supplied, and Pilotkingdom declines all and any responsibility for the conclusion of any transactions taking place beyond the confines of its Site.
6. In the event that a Consumer intends to purchase an *on-line booking* for a given number of effective or simulated flying hours, he/she will be notified regarding the cost and the respective terms and conditions before proceeding.
7. Bookings purchased via the Site shall constitute a contract, under the terms of which the Consumer reserves the right to purchase one or more effective or simulated flying hours, or training courses, subject to the terms and conditions applicable to the booking in question.
8. Once the Consumer has purchased the booking, Pilotkingdom s.r.l shall withhold a Commission, calculated on the basis of the total value of each purchased hour, from the cost of the booking, plus a fixed transaction cost of €1.49, even in the event of cancellations within the time limit, unless any Pilotkingdom s.r.l commercial promotions currently apply.
9. The fixed transaction cost of 1,49€ is paid by the consumer.
10. If the Consumer who has booked the service decides to proceed with his/her purchase, or omits to cancel the booking within the time limit, 20% of the cost of each individual booked hour, plus the transaction costs, taxes, duties, VAT and any other expense that may be necessary, shall be payable to Pilotkingdom s.r.l.
11. Once the payment has been made, Pilotkingdom shall transfer a sum equivalent to 20% of the cost of each individual hour to the Seller, in accordance with the terms of these GC, net of the Commission, transaction costs, taxes, duties, VAT, and any other

expenses that may be necessary, in accordance with the procedure set out in article 9 of these GC.

12. The above shall not affect the right of the Seller to request additional payment from the Consumer when paying the balance of the cost of the services, in lieu of costs not covered by the hourly rate as published on the Site, such as airport taxes, local taxes and any other taxes and duties not expressly set out in these GC. Pilotkingdom is entirely extraneous to all such payments and may not be held responsible for them in any way.
13. In the event that the Consumer who has made the booking fails to complete the purchase by the agreed date, he/she shall relinquish both the right to purchase the services indicated in the booking and the sums paid at the moment he/she purchased the *booking*, without any possibility of refund.

12. CANCELLATIONS

1. Consumers may cancel a booking provided the following conditions are satisfied.
2. In the event of a cancellation on the part of the Seller, the Consumer shall be refunded the entire amount paid, including the Commission.
3. In such cases, the Seller shall exonerate Pilotkingdom s.r.l from any and all responsibilities and from any additional costs resulting from the cancellation of the booking, including any requests for damages.
4. In the event of a cancellation on the part of the Consumer:
 - a) if the booking is cancelled within the time limit indicated in the booking, he/she shall be refunded the entire sum paid, apart from the Commission;
 - b) if the booking is cancelled after the time limit indicated in the booking has expired, the Consumer shall not receive a refund for the sums paid, and the Seller shall receive a sum equivalent to 20% of the cost of the individual hours, net of the Commission, transaction costs, taxes, duties, VAT and any other expenses that may be necessary, by way of compensation for lost profits.
 - c) if he/she fails to turn up at the pre-appointed place and time, without prior notification, or is not in possession of the necessary licenses in accordance with the applicable laws, or, in the exclusive opinion of the Seller, is not in possession of the

appropriate physical and/or mental faculties, the Consumer shall not be eligible to receive any form of refund, furthermore, none of the above mentioned conditions shall affect the Seller's right to request damages by way for compensation for loss of profits or to negotiate improved conditions with the Consumer, for which Pilotkingdom s.r.l shall in no way be responsible.

5. Pilotkingdom s.r.l shall evaluate the legitimacy of any requests for refund, at its own discretion and on the basis of the available information. In any event, Pilotkingdom s.r.l shall provide a summary of the requests for refund within 30 days of receiving any such requests from the User.

13. FAILURE TO PROVIDE THE SERVICE

1. In the event that the Seller fails to provide the service at the time and date indicated in the booking, the Seller shall refund the Seller the entire sum paid, including the Commission.
2. Pilotkingdom s.r.l shall not refund the Seller any sums owing for the provision of the booking service.
3. In the event of a technical fault affecting the aircraft and/or flight simulators included in the booking, the Seller may agree an alternative date for the provision of the services at the Seller's premises, provided the Consumer accepts.
4. In the cases of aircraft only, the Seller may reschedule the service booked by the Consumer exclusively in cases of evident and objective hindrances to the provision of the service for reasons of safety, such as adverse weather conditions.
5. In such cases, the Consumer shall not be eligible to receive a refund, but shall have the right to reschedule the booking on another date, while maintaining the original economic and service conditions.

14. PRIVACY

1. The user is solely responsible for the security of his/her *Account* and his/her access credentials.

2. Pilotkingdom s.r.l reserves the right to use the personal data collected on its Site to provide the User with news and information regarding Pilotkingdom s.r.l products and services, as well as any advertising material that Pilotkingdom s.r.l deems to be of interest to the him/her; and the User consents to such use of his/her personal data. Such material may regard the activities of Pilotkingdom s.r.l, or of third parties that Pilotkingdom s.r.l deems to be of interest to the User.
3. Pilotkingdom s.r.l reserves the right display the commercial names, logos and images of the Sellers, unless the latter have expressly requested that such items not be displayed, and Pilotkingdom has consented to such requests in writing.
4. Pilotkingdom reserves the right to use the so-called “*social plugins*” corresponding to social networks including, but not limited to, Facebook, LinkedIn, and Twitter.
5. Subject to the explicit consent of the user Pilotkingdom s.r.l shall enable the option of link from the *Account* to the User’s *email* address or a social network. This operation would enable Pilotkingdom s.r.l to access the user’s profile information of the respective social network.
6. The User consents explicitly to receive *newsletters* via *email*. These newsletters constitute an integral part of the service.
7. The user may view his/her personal data at any time and at no additional cost. Such information shall be provided in written format upon receipt of a specific request, accompanied by a copy of a valid identity document, exclusively at the following address: Pilotkingdom s.r.l, via Barletta 33, 10136 - Turin, Italy.
8. In the event that a Consumer cancels his/her registration, Pilotkingdom s.r.l shall cancel all the respective personal data.
9. Pilotkingdom s.r.l may use the User’s personal data in order to send the latter, directly or indirectly, news and/or information regarding products and services, and marketing and promotional material the Pilotkingdom s.r.l deems to be of interest to him/her; and the User consents to such use of his/her personal data. Such material, which may concern the activities of Pilotkingdom s.r.l or third parties, shall be provided:

- for purposes relating to the services provided to the User;
- with the scope of customizing the User’s experience, in order to manage and improve the services offered by Pilotkingdom s.r.l.;
- in order to communicate with the User via post, *email* or telephone;
- in order to promote the activities of third parties, either directly or on their behalf;
- in order to verify the identity of the User;
- in order to investigate any disputes generated by the User, or against him/her, or in any situation where Pilotkingdom s.r.l has reason to believe that the User has violated the terms of these GC or intends to carry out activities that are contrary to the Law.

15. SOFTWARE

1. These GC apply to the *software* and all the associated services offered by Pilotkingdom s.r.l.
2. Pilotkingdom s.r.l reserves the right to modify, interrupt or cancel some or all the *software* functions, either temporarily or permanently, without prior notice.
3. The User expressly exonerates Pilotkingdom s.r.l of all and any responsibility towards him/herself, or any third parties, in the event of any variations in, or modifications to, all or any of the services available on the Site, or the software, or the cessation and/or interruption thereof.
4. Pilotkingdom s.r.l reserves the right to modify, suspend or interrupt, partially or wholly, one or more of the Services provided, either temporarily or permanently, as well as all or any of the *software* functions, and all or any of the individual Site functions, temporarily or at any moment, without prior notice and without the need to provide any explanation for its actions.
5. The User accepts that Pilotkingdom s.r.l may not be held responsible in any way, either towards the User him/herself, or any third parties, for the consequences of the above-mentioned modifications, suspensions or interruptions.

16 SOFTWARE AVAILABILITY

1. Pilotkingdom s.r.l. is an Internet-based company providing a service consisting of a software application that enables Users to publish and/or search for pilot training services and communicate via the pilotkingdom.com platform.
2. Pilotkingdom s.r.l. simplifies the search for advertisements regarding pilot training services, published by companies, flying schools or training organizations (e.g. pilot training courses, real flying time, simulated flying time, etc.)
3. Pilotkingdom s.r.l. provides proprietary *software*-based tools that enable users to publish their content (e.g. Terms and conditions of training courses, descriptions, tariffs, etc.)
4. The services offered by Pilotkingdom s.r.l. in no way constitute a guarantee that Users will procure additional customers.
5. Pilotkingdom s.r.l. allows Internet Users to avail themselves of the internet platform hosted on its domains, in addition to the *e-commerce* and marketing services and/or functions.
6. All Users who have not signed up for a Subscription shall have free access to the Site, with the exception of those services that are reserved for Subscribed Users, and may use all the functions of the Pilotkingdom Site *software* that do not require a Subscription.
7. Full use of the *software* functions shall be restricted to Users who have registered in accordance with article 4 of these GC, and who have signed up for a Subscription.
8. A complete registration shall confer upon the User the non-exclusive and non-transferable right to utilize, and make a single copy of, the Pilotkingdom *software* available on the Site, exclusively for his/her own purposes and in compliance with these GC
9. Any use of such *software* that differs from, or is contrary to, these GC, shall be dependent on separate, specific written authorization from Pilotkingdom s.r.l, especially in the case of requests to transfer the *software*, copies of the *software* or parts thereof, distribute it, or render it available to third parties in any way, whether for payment of free of charge, even if installed on the User's computers.

17. INTELLECTUAL PROPERTY RIGHTS

1. All the content and the elements (including, but not limited to, trademarks,

projects, text, hypertext *links*, logos, images, videos, audio elements, page *scripts*, databases, codes) contained on the Site are protected by the applicable national and international legislation on intellectual property rights. All such elements shall remain the exclusive property of the Pilotkingdom s.r.l company, with the exception of any proprietary rights belonging to third parties and for which the Pilotkingdom s.r.l company has obtained the transfer of ownership or the necessary authorizations.

2. Hence, in the absence of prior written permission from the Pilotkingdom s.r.l company, the User may not reproduce, publish, represent, reissue, redistribute, adapt, translate and/or convert partially or wholly, or transfer to any other type of support any element included or present on the Site.
3. The User recognizes that the failure to respect the above clause shall constitute an offence and that transgressors may be subject to criminal and/or civil proceedings.
4. The User declares and acknowledges:
 - a) that all the proprietary or moral rights to the ownership of the intellectual property regarding the content and informative elements present on the Site belong to the Pilotkingdom s.r.l company, with the exception of any proprietary rights belonging to third parties and for which the Pilotkingdom s.r.l company has obtained the transfer of ownership or the necessary authorizations.
 - b) that that rights that have been conferred to him/her in the ambit of the use of the Site and the services provided by Pilotkingdom s.r.l do not in any way authorize him/her to use or exploit any of the elements present on the Site for his/her own purposes.
5. Registration in accordance with the terms of these GC does not in any way transfer the ownership or right of usage of the licenses, or any other rights to the User.
6. The User shall be authorized exclusively to view the Site and its contents, and to make temporary copies of elements thereof, without economic significance, where this is deemed necessary in order to view the Site and its content, and to

carry out all the other navigation operations on the Site, limited to the legitimate use of said Site and its contents.

7. All rights relating to codes, titles, commercial names, licenses and other commercial rights belonging to Pilotkingdom s.r.l shall remain the property thereof, without restrictions, with the exception of the right to usage of the *software*, as set out in these GC.

18. LINKS TO OTHER WEB SITES

1. The Site contains, or may contain, hypertext links (the “*links*”) to other *web* sites that are not connected in any way to the Site.
2. Pilotkingdom s.r.l. shall not be under any obligation to check or monitor such *web* sites, or the content thereof and, hence, may not be held responsible any way for the content of such sites or for the procedures they adopt regarding the *privacy* of Users.

Therefore, Users are advised to exercise due caution when accessing such *web* sites via the *links* present on the Site and to read the respective general conditions of usage and *privacy policies* thoroughly and carefully. In fact, the GC regarding the Site do not apply to web sites managed by parties other than Pilotkingdom s.r.l.

3. Anyone who is interested in activating publicly accessible *links* to the *home page*, and other pages on the *web* Site, is invited to contact Pilotkingdom s.r.l. at the following email address: INFO@PILOTKINGDOM.COM
4. Pilotkingdom s.r.l. reserves the exclusive right, always and in any case, to accept the activation of direct *links* to its *web* site.
5. The activation of *deep links* or *deep frames* to the Site, i.e. the unauthorized use *meta-tags*, shall be prohibited unless expressly authorized in writing by Pilotkingdom s.r.l.

17. TRADEMARKS AND DOMAIN NAMES

1. The Company is the sole proprietor of the Pilotkingdom s.r.l logos and registered trademarks and of any other distinguishing mark bearing the word “Pilotkingdom”.
2. The distinguishing marks that identify the services available for sale on the Site are the registered trademarks of their respective owners and are used on the Site in order to identify, describe and publicize the services offered.
3. Unless authorized by Pilotkingdom s.r.l or the owners of other trademarks appearing on the Site, Users may not use such trademarks for any purpose, even to distinguish products or services that are in no way connected with those offered by Pilotkingdom s.r.l and/or the other trademark holders.

18. INVOICING

1. Pilotkingdom shall invoice the Seller for the commissions owing as a result of the sale of each effective and/or simulated and/or training hour, in conformity with the applicable legislation.

19. USER’S OBLIGATIONS

1. The User shall be solely responsible for the content of his/her *Account*.
2. The User acknowledges that he/she is solely responsible for ensuring that all the laws, regulations and obligations applicable to the use of the Site are respected.
3. Moreover, the User undertakes:
 - a) not to use the Site for any professional, commercial or profit-making scope other than those consistent with the activities of the Seller;
 - b) not to provide Pilotkingdom s.r.l or any other User with false, misleading, harmful or fraudulent information (especially when creating or updating his/her *Account*).
 - c) not to publish any material on the Site that may be deemed defamatory, abusive, obscene, pornographic, vulgar, offensive, inappropriate, violent, menacing, harassing, political, racist, xenophobic or homophobic, or that may be deemed to

contain sexual connotations, incitement to violence, discrimination or hate, or activities that encourage the use of illegal substances, or that, in general, is in contrast to the scope of the Site, may infringe the rights of Pilotkingdom s.r.l or other third parties, or is contrary to public decency and/or public order.

- d) not to infringe the rights and image of Pilotkingdom s.r.l, and in particular its intellectual property rights;
 - e) not to create multiple *Accounts* on the Site and not to open *Accounts* on behalf of third parties;
 - f) not to attempt to bypass the *on-line* booking system, in particular by attempting to send his/her contact details to a User in order to conclude the booking outside the ambit of the Site and thus avoid paying the Commission;
 - g) not to contact other users, especially via the Site, for any purpose other than that which the Site is intended for;
 - h) not to accept or make any payments outside the ambit of the Site;
 - i) to respect these GC.
4. The Consumer undertakes to provide Pilotkingdom s.r.l with up-to-date photographs that allow him/her to be easily identified for use in his/her profile. The photographs shall consist of a recognizable, full-face image, without glasses or head coverings.
 5. Pilotkingdom s.r.l reserves the right verify that the profiles comply with these GC, and to forward any data requested to the competent authorities.
 6. In any event, Pilotkingdom s.r.l may not be held responsible in any way for the content of profiles or advertisements or any other information or data provided by the User.
 7. Pilotkingdom s.r.l reserves the right, but does not assume the obligation, to check any information or data provided by the User, and verify that the content of any text or images that are inserted complies with these GC and, if necessary, to modify and/or delete them.
 8. Misuse or exploitation of the data present on the Site and the Site itself is prohibited.
 9. The Consumer exonerates Pilotkingdom s.r.l from all and any responsibility for the infringement of intellectual property rights in the images inserted by the Consumer in the event these are owned by third parties.

10. The User shall assume sole responsibility for his/her communications, and the content thereof.
11. The actions and declarations of the User may not be attributed to Pilotkingdom s.r.l in any way.
12. All Users shall be obliged to treat emails and any other message and/or data received from other Users in the ambit of the Site as strictly confidential, and shall not render them accessible or available to third parties unless authorized to do so expressly by the respective proprietor.
13. Under no circumstance may Users initiate any action that might have a negative impact on the functionality or infrastructure of the Site, including any actions that might result in overloading the operating system.
14. In addition, it is also prohibited to send any data not originating from a User.

20. SELLER'S OBLIGATIONS

1. The Seller may not use any method other than those permitted to communicate his/her data to Consumers or potential Consumers, even if he/she is acting in good faith.
2. In the event of an infringement of these GC on the part of the Seller, Pilotkingdom s.r.l reserves the right to issue an official warning, modify, suspend, limit or interrupt the Seller's access to the service, without the latter having recourse to compensation, or to apply a penalty equivalent to €500.00, without prejudice to any of the Company's statutory rights, including the right to seek compensation for any damages.
3. In any event, Pilotkingdom s.r.l reserves the right to request compensation for loss of earnings resulting from infringements of these GC.
4. Any bookings made by telephone, or in person, must be entered in the *on-line* calendar available on the Site immediately, in order to ensure that all the data are up-to-date and to avoid the risk of double-booking. In the event of a double-booking the booking made via the Site shall take precedence, and School shall be responsible for rescheduling the flight that was booked outside the ambit of the Site.

5. In any event, Pilotkingdom s.r.l may not be held responsible for any dysfunctions or negligence in the booking system.

21. GUARANTEED TIMES

1. Pilotkingdom s.r.l declines all and any responsibility for any delays caused by large numbers of requests for insertion and/or publicity and/or information concentrated in the same period, incorrect or incomplete communications, incorrectly compiled requests, or technical problems and malfunctions affecting the *software*.

22. TERMINATION

1. In the event of termination and/or dissolution on the part of the Consumer, any Credits remaining in the Account at the moment the termination and/or dissolution is communicated shall be returned.

23. NON-FULFILMENT

1. In the event that the User infringes the terms of these GC, Pilotkingdom s.r.l, reserves the right, at its own discretion, to block the respective User's access to the Site, or delete his/her *Account* and dissolve the contract with immediate effect.
2. In the event that the User's access is blocked for the reasons stated above, any unused credit shall be withheld by Pilotkingdom s.r.l, and shall not be returned.

24. DISSOLUTION

1. The User may decide to dissolve the contract with Pilotkingdom s.r.l only if the non-fulfilment is attributable to Pilotkingdom s.r.l and such non-fulfilment does not arise from an infringement of the User's obligations, or from unauthorized modifications to the *software*.

25. LIMITATIONS OF LIABILITY

1. Pilotkingdom s.r.l has no control whatsoever over the conduct of its Users, neither does it own, utilize, provide, monitor, service or manage any of the vehicles used by the Sellers.
2. In the event that, contrary to the terms of these GC, a user who is not in possession of the legal requisites set out in article 4 of these GC registers on the Site, Pilotkingdom s.r.l declines all and any responsibility.
3. In the event that a Consumer makes booking without an instructor, he/she shall be aware that, in order to take the flight, he/she must be in possession of a valid pilot's licence.
4. Pilotkingdom s.r.l acts purely as an intermediary and does not assume any obligation to check the identity, veracity, suitability or validity of flying licences, check and verify the identity and age of the Consumers, or implement anti-terrorism measures. The Seller shall be solely responsible for carrying out any checks and implementing any such measures, as well as for any resulting costs.
5. If it emerges that Consumer is not in possession of a valid pilot's licence enabling him/her to fly when he/she arrives at the Seller's premises to utilize the service, he/she shall be obliged to complete the payment to the Seller regardless, and without the right to repetition, unless the Seller elects to offer him/her an alternative service.
6. The User acknowledges and accepts that Pilotkingdom s.r.l is not obliged to check the validity, veracity, correctness or legality of any communication present on the Site, of the services offered by the Sellers, or of the information supplied by the Consumers or the Sellers.
7. In its role as mediator Pilotkingdom s.r.l shall limit its activities to matching Consumer to Seller and may not be held responsible in any way for their respective conduct.
8. Users shall be wholly and exclusively responsible for their own actions.
9. Pilotkingdom s.r.l does not offer any guarantee regarding the quality of results obtained by using the services provided by the Site.
10. The responsibility of Pilotkingdom s.r.l is limited to damage caused by wilful misconduct or gross negligence.

11. Pilotkingdom s.r.l shall not be liable for damages in cases where its responsibility is deemed to be limited to simple negligence.
12. The User declares and acknowledges:
 - a) that he/she is fully aware of the characteristics and limitations of the Internet;
 - b) That Pilotkingdom s.r.l cannot be expected to guarantee the complete safety of data transmitted via the Internet.
13. Pilotkingdom s.r.l declines all and any responsibility in the event of incidents attributable to such transmission. Hence, the User shall decide to transmit his/her data at his/her own risk.
14. Pilotkingdom s.r.l limits its efforts to implementing the most suitable measures for guaranteeing the maximum level of protection for the Users' data.
15. In any event, the User acknowledges expressly and accepts that he/she uses the Site at his/her own risk, assuming the sole responsibility for any such use.
16. Pilotkingdom s.r.l shall be exonerated from all and any responsibility:
 - a) for damage to software, hardware, or computer systems, and loss of data or earnings;
 - b) arising from the functionality of the Site or relating to the correctness, reliability or accuracy of the information it contains;
 - c) for problems affecting the functionality of the Site;
 - d) in the event that the Users' personal data are obtained by third parties, whether authorized or not;
 - e) for any delay and/or cancellation of the services provided by the Site;
 - f) for the content supplied by the Users.
17. The Pilotkingdom s.r.l company does not provide any guarantee regarding the services purchased by the Users via the Site, or the quantity and quality of the results obtained.
18. The Pilotkingdom s.r.l company is entirely extraneous to the direct relationship between the Seller and Consumer and, as such, offers no guarantee of the satisfactory outcome of such relationships. Consequently, Pilotkingdom s.r.l may not be held liable for any claims for refunds, compensation and/or damages for any reason on the part of the User in relation to the direct relationship between

the Seller and Consumer, or in the event of reciprocal non-fulfilment between Seller and Consumer.

19. Pilotkingdom s.r.l declines all and any responsibility in the event of damages or losses arising from the use or the impossibility of using the Site and/or its content.
20. Moreover, Pilotkingdom s.r.l may not be held responsible for any damages arising from the failure to provide the Services as a result of incorrect use or malfunction of the electronic communication systems arising from causes that are deemed to be beyond its reasonable control (including, but not limited to, malfunctions affecting the *servers* or other electronic devices that do not form an integral part of the Internet, malfunctions of the installed *software*, computer viruses, and the actions of *hackers* or other Users having access to the network).
21. All the exclusions of responsibility listed above shall also apply individually to all Pilotkingdom s.r.l employees, consultants, agents and representatives.

26. CURRENCY

1. The Site may also indicate the prices in the local currency.
2. The exchange rates are calculated on the basis of the indicative market exchange rate.
3. The User declares that he/she is aware that these values are purely indicative, and that the sum indicated in the original currency constitutes the actual and effective price.

27. PROHIBITION OF *CLASS ACTIONS*

1. The Users and Pilotkingdom s.r.l undertake to enter into reciprocal disputes solely and exclusively on a one-to-one basis, without resorting to collective actions or "*class actions*", or similar initiatives covering multiple disputes that involve other persons or parties in relation to any such dispute.

28. VARIATIONS TO THE GENERAL CONDITIONS

1. These GC, and any attached documents, which form an integral part of these GC, represent the agreement between the User and Pilotkingdom s.r.l regarding the use of the Site, in its entirety. All other documents, in particular those relating to the Site (such as the FAQ) are intended purely to provide instructions.
2. Pilotkingdom s.r.l reserves the right to replace or modify these GC.
3. Pilotkingdom s.r.l shall provide the User with adequate notice of any variations to these GC.
4. Notification of such variations, which will be sent to the email address provided by the User, shall include information regarding:
 - a) the publication of the modified text;
 - b) the right to raise an objection or withdraw from the contract within a week of receiving the communication;
 - c) the consequences of the failure to raise an object or to withdraw.
5. In the event that a User with a current Subscription does not raise a written objection or withdraw from the contract within a week of receiving the communication notifying him/her of the above-mentioned variations, these latter shall be deemed to have been accepted by the user.
6. In the event that a user with a current Subscription declines to accept the above-mentioned variations, Pilotkingdom s.r.l reserves the right to dissolve the contract with the individual User in question.

29. MISCELLANEOUS

1. Pilotkingdom s.r.l reserves the right to prevent Users from utilizing all or any of the functions available on the Site or reject the registration without the obligation to provide a reason.
2. In the event that any given clause of these GC is declared null and void, illegal, unenforceable or inapplicable for any reason, this shall not affect the validity, legitimacy or enforceability of any of the other clauses of these GC, which shall remain in force and to full effect.

3. Wherever necessary, Pilotkingdom s.r.l reserves the right to draw up a replacement clause with the aim of re-establishing the common will of the parties, as intended in the original clause, and in full compliance with the legislation and regulations applicable to these GC.
4. Unless otherwise set out in these GC, no act of tolerance, inactivity, abstention or omission, or any delay on the part of Pilotkingdom s.r.l in exercising any of its rights as stipulated by the terms of these GC shall compromise such rights in any way, or be interpreted as an implicit waiver of said rights. On the contrary, all rights shall remain in force to their fullest extent.

30. PENALTIES IN THE EVENT OF INFRINGEMENT OF THE GENERAL CONDITIONS

1. In the event that the User fails to fulfil or respect his/her obligations under the terms of these GC or any other condition thereof, Pilotkingdom s.r.l reserves the right to modify, suspend, limit or interrupt access to the Services, without recourse to compensation of any kind.
2. Pilotkingdom s.r.l reserves the right to initiate the appropriate legal proceedings in the event that a User utilizes the services provided by Pilotkingdom s.r.l in violation of these GC.

31. JURISDICTION, APPLICABLE LEGISLATION AND COMPETENT COURT

1. All relationships between Pilotkingdom s.r.l and the Users shall be regulated by Italian law and legislation, which shall also form the basis for the interpretation of the terms of these GC.
2. These relationships are not expressly subject to the terms of the Vienna Convention on the International Sales of Goods (1980).
3. The intellectual property rights of Pilotkingdom s.r.l shall be regulated by the applicable legislation in each individual nation.

4. Unless otherwise established by binding legal regulations, the Court of Turin shall have exclusive jurisdiction in the event of any disputes regarding these GC and the relationships to which they apply.

32. LEGAL NOTICES

The Site is published by Pilotkingdom s.r.l, a limited company with a fully paid up share capital equivalent to €10,000.00, Turin Company Register N. REA TO - 122234, and VAT N. 11547990017. The Company's head offices and located in Torino (Italy), at Via Barletta 33, 10136, and the legal representative is Mr. Sergio Re.

This version is in force as of 01/07/2017