

# SMLOUVA O SPOLUPRÁCI 415/2022-HA

uzavřená podle ustanovení § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník, v platném znění (dále jen „Smlouva“), mezi:

1. obchodní společností

**Aviationexam s.r.o.**

se sídlem Praha 5, Stodůlky, Kovářova 39/23, PSČ 15500

IČO: 27593886, DIČ: CZ 27593886

zapsaná v obchodním rejstříku vedeném Městským soudem v Praze

oddíl C, číslo vložky 117629

zastoupená Tomášem Doležalem, jednatelem

(dále jen „**AE**“)

na straně jedné

a

2. obchodní společností

**ČESKÁ REPUBLIKA-MINISTERSTVO OBRANY**

se sídlem: Tychonova 1, 160 01 Praha 6

IČO: 60162694

DIČ: CZ60162694

zastoupená kvestorem Univerzity obrany Ing. Jiřím Lexmaulem

bankovní spojení: Česká národní banka, pobočka Brno-město

číslo bankovního účtu: 404881/0710

Kontaktní osoba:

Vladimír Smrž, [REDACTED]

Jiří Ulvr, [REDACTED]

Adresa pro doručování korespondence: Univerzita obrany v Brně, Kounicova 65, 662 10 Brno

(dále jen „**ATO**“)

na straně druhé

AE a ATO dále společně jako „smluvní strany“

## I.

### Definice základních pojmů

1. Pokud není v této Smlouvě uvedeno jinak, mají níže uvedené pojmy obsažené v této Smlouvě, pokud začínají velkými písmeny, následující význam:
  - a) „**LMS**“ znamená Learning Management System (LMS) - systém pro letecké školy vyvinutý AE. LMS je provozován na webu a mobilních aplikacích. Součástí systému je databáze se vzorovými otázkami EASA (dále jen „**Databáze otázek**“), které jsou udržovány a aktualizovány pracovníky AE (včetně externích pracovníků) v takové podobě, aby odpovídaly aktuálnímu znění Learning Objectives.
  - b) „**VOB**“ znamená všeobecné obchodní podmínky (General Terms & Conditions) společnosti AE, které tvoří přílohu této Smlouvy a jsou k dispozici na <https://www.aviationexam.com/terms-conditions>.

Pro vyloučení všech pochybností, v případě rozporu mezi VOB a ustanoveními této Smlouvy jsou ustanovení Smlouvy nadřazena VOB.

## **II. Předmět smlouvy**

1. AE se tímto zavazuje poskytnout po dobu trvání této Smlouvy přístup ATO a studentům ATO do LMS včetně Databáze otázek.
2. ATO a studenti ATO jsou oprávněni LMS a Databázi otázek využívat za podmínek stanovených ve VOB.
3. ATO tímto prohlašuje, že se seznámila s VOB a zavazuje se VOB dodržovat.
4. Úplata za poskytnutí přístupu k LMS a Databázi otázek bude sjednána v samostatné dohodě mezi ATO a AE.
5. AE tímto prohlašuje, že
  - a) je vlastníkem LMS;
  - b) Databázi otázek pravidelně aktualizuje a zajišťuje jejich soulad s Learning Objectives.
6. Bez ohledu na případné změny VOB v průběhu trvání této Smlouvy, AE se tímto zavazuje uchovávat data studentů ATO, (zejména historie a výsledky jejich testů, pokrok v kurzu, data týkající se jejich přihlašování do systému a jiné) po dobu nejméně 5 (pěti) let během účinnosti této Smlouvy. V případě ukončení účinnosti Smlouvy z jakýchkoli důvodů uvedených v části V. této Smlouvy se AE zavazuje uchovávat výše uvedená data studentů ATO i po dobu nejméně 5 (pěti) let od poskytnutí posledního přístupu konkrétnímu studentovi ATO a poskytnout přístup ATO k těmto datům.

## **III. Obecná součinnost smluvních stran**

1. Smluvní strany se zavazují poskytnout druhé smluvní straně veškerou možnou součinnost, která bude nezbytná k uskutečnění spolupráce předvídané touto Smlouvou či při plnění závazků vyplývajících z této Smlouvy.

## **IV. Ochrana informací**

1. Smluvní strany se zavazují nezpřístupnit informace získané v souvislosti se sjednáváním a plněním této Smlouvy třetím osobám, ani je nepoužít při styku se třetími osobami, pokud k tomu není udělen předchozí písemný souhlas druhé smluvní strany nebo tento souhlas nevyplývá přímo z této Smlouvy.
2. Třetími osobami nejsou zaměstnanci a osoby v řídicích orgánech smluvních stran, které se z titulu svého pracovního zařazení s předmětnými informacemi seznámí.

## **V. Licenční ujednání**

1. Prodávající prohlašuje, že počítačové programy dodávané v rámci plnění této Smlouvy jsou autorskými díly ve smyslu zák. č. 121/2000 Sb., autorský zákon, ve znění pozdějších předpisů.
2. Prodávající se tímto zavazuje poskytnout kupujícímu nevýhradní oprávnění tato autorská díla užívat (dále jen „licence“) v rozsahu stanoveném touto Smlouvou a cena stanovená touto Smlouvou již zahrnuje odměnu prodávajícího tato autorská díla v takto stanoveném rozsahu kupujícím užívat.
3. Smluvní strany se dohodly, že územní rozsah licence není omezen, časový rozsah licence je omezen po dobu 12 měsíců.

## **VI. Cena**

1. Cenu za LMS obsahující ATPL (A) a ATPL (H) otázky v anglickém jazyce pro 55 studentů na 12 měsíců činí 3.875,48 EUR bez DPH.

## **VII. Trvání smlouvy**

1. Tato smlouva se uzavírá na dobu 12 měsíců.
2. Tato smlouva může být ukončena na základě vzájemné dohody obou smluvních stran v písemné podobě, výpovědí nebo odstoupením od Smlouvy.
3. Smlouva může být vypovězena i bez udání důvodů, výpověď musí být podána písemnou formou, výpovědní lhůta je 3 měsíce a počíná běžet prvním dnem měsíce následujícího po měsíci, ve kterém byla výpověď předána druhé straně.
4. Odstoupit od Smlouvy mohou smluvní strany pouze za podmínek stanovených v této smlouvě či § 2001 a násl. zákona č. 89/2012 Sb., občanský zákoník, v platném znění.

## **VIII. Závěrečná ustanovení**

1. Všechny spory vznikající z této Smlouvy a v souvislosti s ní (včetně sporů v případě její neplatnosti) budou rozhodovány s konečnou platností soudy České republiky. Smluvní strany se pro všechny spory vznikající z této smlouvy dohodly dle § 89a zákona č. 99/1963 Sb., občanský soudní řád, v platném znění, na místní příslušnosti Městského soudu v Praze jako soudu krajského a Obvodního soudu pro Prahu 1 jako soudu okresního.
2. Tato Smlouva se řídí právním řádem České republiky, zejména zákonem č. 89/2012 Sb., občanský zákoník, v platném znění.
3. Smluvní strany prohlašují, že znění této Smlouvy odpovídá jejich pravé vůli, že se na jednotlivých formulacích dohodly vzájemně srozumitelně a na důkaz toho připojují své podpisy.
4. Smluvní strany berou na vědomí, že na tuto smlouvu se vztahuje povinnost uveřejnění v registru smluv. Smluvní strany se dohodly, že nabyvatel zašle tuto smlouvu správci registru smluv k uveřejnění prostřednictvím registru smluv ve lhůtě uvedené v § 5 odst. 2 věty první zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv.

5. Tato smlouva nabývá platnosti dnem jejího podpisu oběma smluvními stranami a účinnosti dnem uveřejnění v registru smluv.
6. Tato smlouva má 16 očíslovaných stran (včetně přílohy), je vyhotovena v elektronické verzi.
7. Smluvní strany prohlašují, že tuto smlouvu přečetly, že byla uzavřena po vzájemném jednání podle jejich pravé a svobodné vůle, určitě, vážně a srozumitelně, a na důkaz svého souhlasu s jejím obsahem pod ní připojují své elektronické podpisy.

Příloha: Všeobecné obchodní podmínky

AE: **aviationexam.com** Digitálně podepsal  
aviationexam.com  
Datum: 2022.09.13  
09:41:35 +02'00'

.....  
**Aviationexam s.r.o.**  
Tomáš Doležal, jednatel

V Praze dne: .....

ATO: **Ing. Jiří LEXMAUL** Digitálně podepsal  
Ing. Jiří LEXMAUL  
Datum: 2022.09.13  
14:33:38 +02'00'

.....  
Ing. Jiří Lexmaul, kvestor

V Brně dne: .....

# Příloha

Všeobecné Obchodní Podmínky (VOB) - General Terms & Conditions  
of business company

## **Aviationexam s.r.o.,**

with registered office at Prague 5- Stodulky, Kovarova 39/23, Postal code 155 00,  
the Czech Republic,

Identification No. 27593886, registered in the Commercial register kept by Municipal Court  
in Prague, Section C, file No. 11762

### **I.**

#### **GENERAL**

These General Terms and Conditions (hereinafter referred to as „GTC“) govern the relationship between the business company Aviationexam s.r.o. (hereinafter referred to as "**Seller**") and customers of the Seller (hereinafter referred to as "**Buyer**" or „user“). The Buyer is obliged to get acquainted with this General Terms and Conditions and agree with them before ordering any goods from Buyer.

The GTC shall be applied to the entire AVIATIONEXAM.com website, to all of the services and products (things) offered and provided by Aviationexam s.r.o. (hereinafter referred to jointly as "**goods**"). For avoidance of doubt the Seller proclaims that goods shall mean for the purposes of the GTC and the contract also a service or a digital content supplied by the Seller to the Buyer (primarily through access to the Seller's databases). By making the purchase of any goods, the Buyer agrees with these GTC.

### **II.**

#### **GENERAL INFORMATION**

The Seller shall acknowledge the receipt of the Buyer's order without undue delay by means of an email message.

Information about goods and prices presented by the Seller is binding except for obvious errors. All displayed prices are final (including VAT where applicable). Other taxes, where applicable, such as import duties and the cost of delivery of goods, are not included in the prices.

The purchase contract may be entered into in English. The purchase contract (including GTC) is entered into at the time of receipt of the payment by the Seller from the Buyer.

The Seller is entitled to contact the Buyer prior to the shipment of his/her order. This includes problems with information received or not received from Buyer's order (the Seller may require additional information) and any issues the Seller discovers related to information about goods, availability, or pricing. The Buyer may cancel the order, without penalty, prior to its shipping, for a full refund of the purchase price, less any bank charges incurred by the Seller.

Payment terms are within Seller's sole discretion, and, unless otherwise agreed, payment must be made at the time of purchase. Payment may be made by credit card, wire transfer, or some other prearranged payment method. The Buyer is solely responsible for entering true, correct and full billing + contact details at the time of placing an order, especially with regard to the country of residency and the VAT status (VAT number if applicable) of the Buyer. The Seller does not require any fees depending on the payment method.

### III.

#### DELIVERY OF THE GOODS

In general, the Seller shall attempt to deliver the goods to the Buyer complete, within 15 working days as of the confirmation of the order, unless stated otherwise as to the respective goods and with regard to the shipping method selected by the Buyer. If the status of goods is "in stock", the Seller shall dispatch the goods within 2 working days. The Buyer shall accept the goods and pay for it. The Buyer shall check the goods immediately after the delivery of the goods. Digital content purchased by the Buyer shall be made available to the Buyer by the Seller immediately after the receipt of the payment.

If so requested by the Buyer, the Seller shall confirm in writing the extent and the duration of the Buyer's claims from liability for defects and the manner in which the Buyer can exercise his/her rights following from the liability.

Shipping and handling fees are based on the size and weight of the order and the shipping method which the Buyer chooses for the delivery of the order. Delivery dates stated above (time required for delivery) are estimates only. The Seller shall not be responsible for delays in deliveries by a shipping carrier as it can not influence these factors. For international orders, the Buyer is responsible to pay all taxes, duties, and brokerage fees, which are in addition to shipping and handling charges applied to the order. The Buyer is solely responsible for correctly stating his/her VAT tax domicile for the purpose of VAT (Value Added Tax) application.

### IV.

#### WITHDRAWAL

The Buyer may withdraw from the contract within 14 days from the takeover of goods or the last part of the delivery, regardless of the method of receipt of the goods or payment.

The Buyer may withdraw from the contract anytime before dispatch of the goods by the Seller.

The Buyer shall send or hand over the withdrawal from the contract to the Seller at latest within 14 days as of the takeover of the goods. The Buyer is not obliged to state the reason for the withdrawal from the contract. To facilitate communication, the Buyer shall state in the withdrawal from the contract the date of purchase or contract number/sales receipt, bank account and the method of returning the goods which the Buyer chose.

The Seller shall return to the Buyer the amount corresponding to the full price of the goods and paid cost of its delivery (hereinafter referred to as "**the Respective Amount**") within 14 days as of the date of delivery of withdrawal from the contract (hereinafter referred to as "**Return period**"). The Respective Amount shall be returned in the same way as the Seller received the payment from the Buyer. If the Seller offered several options for certain delivery method, the Seller is obliged to reimburse only the cheapest one. The Buyer shall return the goods to the Seller at latest within the Return period as well. The goods shall be returned to the Seller complete, preferably in the original packaging and it shall not show signs of wear or damage. If the value of the goods was decreased through the handling or disposition of the goods by the Buyer in a manner which was not necessary with regards to the nature and features of the goods, the Seller is entitled to claim a compensation for the decrease of the value of the goods and set it off against the Respective Amount. The same rule shall be applied if the goods were damaged.

The cost of returning the goods shall be borne (in case of the withdrawal) by the Buyer. The Seller is not obliged to return to the Buyer the Respective Amount unless the Buyer already returned the goods to the Seller.

Exceptions: The right to withdraw from the contract shall not be applied to contracts for the supply of digital content if it is not supplied on a tangible medium and the delivery of the digital content takes place, at the Buyer's express and informed previous request, before the end of the withdrawal period. The Seller proclaims that it supplies digital content only without tangible medium and the delivery of the digital content before the end of the withdrawal period can take place through AVIATIONEXAM.com website only at the Buyer's express and informed previous request. Therefore if the Buyer orders the supply of digital content through AVIATIONEXAM.com website and the delivery of the digital content takes place before the end of the withdrawal period, the Buyer is not entitled to withdraw from the contract.

Online form for withdrawal from the contract is available [here](#).

The delivery of the form for withdrawal sent by the Buyer shall be acknowledged by the Seller without undue delay by means of an email message or in writing.

## **V. LIABILITY FOR DEFECTS**

The Seller shall be responsible for the defects of the goods (e.g. if the goods do not have agreed or reasonably expected features, the goods are not complete, the quantity, measure, weight do not correspond with legal, contractual or pre-contractual conditions).

If a defect is regarded as fundamental breach of the contract (no matter if the defect is repairable or irreparable) the Buyer may notify the defect and require (according to his/her choice)

- removal of such defects by delivery of new goods without defects or by delivery of missing goods; or
- removal of such defects by their repair; or
- reasonable reduction of the purchase price, or
- refund of the purchase price on the basis of withdrawal from the contract.

The breach of contract is regarded as fundamental if the party in breach, while entering the contract, knew or should have known that the other party would not enter into the contract, if he/she would have anticipated the breach of the contract.

If a defect is regarded as non-fundamental breach of the contract (no matter if the defect is repairable or irreparable) the Buyer is entitled to require removal of the defect or reasonable reduction of the purchase price.

## **VI. BUYER'S RIGHTS FROM LIABILITY FOR DEFECTS AND WARRANTY**

The Seller is liable for defects occurred after takeover of the goods within 24 month warranty period or at the time of usability stated in advertising, on packaging or in the attached instructions.

The Buyer is entitled to assert claim following from the liability for defects upon the Seller at the latest within two years as of the takeover of the goods. The Buyer is entitled to require to have the defects repaired free of charge or to obtain reasonable reduction of the purchase price; if it is not inappropriate to the nature of the defects (especially if it is not possible to repair the defect without undue delay) the Buyer may require supply of new goods without defects or a new part without defects.

If removable defect occurs repeatedly after the repair (the third complaint for the same defect or the fourth complaint for the different defects) or if the goods have more defects (at least three defects at the same time), the Buyer is entitled to claim reasonable reduction of the purchase price or exchange (replacement) of the goods or he/she can withdraw from the contract.

In case the repair or replacement of the goods is not possible, the Buyer may require full refund of purchase price on the basis of withdrawal from the contract.

The Seller is not obliged to meet the Buyer's claim, if the Seller proves that the Buyer has known about the defects before takeover or the defects has been caused by the Buyer.

The Seller is not liable for defects which occur as a result of wear and tear or failure to follow the instructions.

## **VII. CLAIM SETTLEMENT**

The Buyer is obliged to send a notice of defects (complaint) to the Seller or to the person designated for repair without undue delay after detection of defects. By doing so in writing or electronically, the Buyer should state his/her contact information, description of the defect and the choice of claims under Section V. and VI. Online form is available here.

The Buyer is obliged to inform the Seller which claim he/she has chosen when he/she notifies the Seller of the defects or without undue delay after sending this notice. The change of asserted claim without the Seller's consent is possible only if the Buyer required repair of the defect, which turned out to be irreparable.

If the claim following from the fundamental breach of contract is not chosen by the Buyer on time, the Buyer shall have only claims following from the non-fundamental breach of contract.

The Buyer shall prove the purchase of the goods (preferably by the receipt) upon notification of defects. The period for settling the complaint is running as of the date of delivery of the defective goods to the Seller (or to the place designated for repair). The goods shall be packed by the Buyer in such a manner as to preserve and protect the goods. The goods shall be clean and complete.

The Seller shall immediately, but not later than within three working days, decide on the complaint or as the case may be that it is necessary to make an expert opinion. The Seller shall notify the Buyer of necessity of the expert opinion. The Seller shall settle the complaint, including the removal of defects, without undue delay, at the latest within 30 days, unless agreed otherwise with the Buyer. The failure to fulfill this duty shall be regarded as fundamental breach of contract.

If the Seller refuses to remove the defect, the Buyer is entitled to require reasonable reduction of the purchase price or to withdraw from the contract.

The warranty period shall be prolonged by the period running as of the notification of defects (complaint) to its settlement (or until the time the Buyer was obliged to pick up the goods). If the goods or their parts are replaced by the new goods the liability for defects of the Seller shall be the same as in case of the new goods or their parts.

## **VIII. MISCELLANEOUS**

### **PRIVACY & SECURITY POLICY**

#### Personal Data Security

The Seller recognizes the importance of protecting Buyer's privacy. Any registration, personal, or other information Buyer shares with the Seller is securely managed and safeguarded.

To maintain the accuracy of the Personal Data, as well as to prevent unauthorised access and ensure the correct use of Personal Data, the Seller has implemented appropriate physical, technical, and administrative measures to safeguard and secure the Personal Data we collect.

For example, the Seller uses Secure Socket Layer (SSL) protocol—an industry standard for encryption over the Internet—to protect in transmission the Personal Data collected online. All electronic Personal Data that Seller maintains is securely stored and further protected through our use of appropriate access controls.

#### Disclosure and Transfer of Personal Data

No personal financial information (for example credit card numbers) are in any way handled or stored by the Seller (the Seller do not come into contact with Buyer's credit card information - all payments made through eShop are processed directly by contractual banks, not by the Seller).

None of the above mentioned information is provided to other parties unless below cases.

#### GDPR

Declaration on the processing of personal data under Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), (hereinafter referred to as "GDPR").

This document contains more detailed information related to the processing of your personal data within the provision and management of products of the company Aviationexam s.r.o, with registered office at Prague 5 - Stodůlky, Kovářova 39/23, postcode 15500, company ID number: 27593886, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 117629, email: support@aviationexam.com.

The purpose of the document is particularly to inform you what personal data about you we will process since 25 May 2018, for what purposes, in what manner and based on what legal title we will do so, who else can process your personal data with or without your consent, where and how you can get information about your processed personal information and what your rights are in the area of personal data protection.

## **1. Personal Data Controller**

The company Aviationexam s.r.o, with registered office at Prague 5 - Stodůlky, Kovářova 39/23, post code 15500, company ID number: 27593886, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 117629, email: support@aviationexam.com (hereinafter referred to as the "**Controller**") hereby informs you, in accordance with Article 12 and following GDPR, about the processing of your personal data and about your rights.

## **2. Scope and Purpose of the Processing and Legal Basis of the Processing**

We process your personal data for the purpose of concluding a contract, managing a contract, or for negotiating or changing a contract carried out on the proposal of the data subject. In such a case, personal data are processed only to the extent necessary for the conclusion and performance of the contract. These include, in particular, products concerning the preparation for tests of EASA-FCL and test of FAA, furthermore the sale and offer of products, merchandise, electronic books, textbooks, tests available at <https://www.aviationexam.com/> and other products.

For the above stated purposes, the provision of your personal data is voluntary, however it is necessary for the conclusion of the contract, its subsequent administration, where the provision of personal data serves here primarily for the unambiguous and unmistakable identification of the data subject.

Personal data are processed to the extent to which the relevant data subject has provided them to the Controller, this namely in connection with the conclusion of the aforementioned contractual legal relationship with the Controller or with the fulfillment of the statutory obligations of the Controller, in particular the relevant laws to ensure the obligations laid down by the tax and related laws of the Czech Republic as amended.

The processing of your personal data is also necessary for the purposes of the legitimate interests of the Controller or of a third party, except in cases where your interests or fundamental rights and freedoms requiring the protection of personal data prevail over such interests, especially if the data subject is a child. This may be the case for legitimate interests: the debt recovery on the data subject (customer), other customer disputes (e.g. reclamation), securing of evidence for the case of necessity to defend the rights of the Controller, debtor records and records of the misusing of access data or products offered by the Controller.

If you have given a voluntary consent, then we process your personal data for marketing purposes as well, if we have a granted consent from you. You can revoke your given consent at any time, even in its individual parts, in your profile on the website of the Controller or by telephone on the phone [REDACTED] in writing by e-mail to support@aviationexam.com or at the Controller's registered office address.

The Controller also uses the services of Google Analytics, Google Adwords, Sklik, Bing, Quora, Hotjar / Smartlook and Smartsupp for the purposes of marketing or advertising targeting. By browsing of these websites, you consent to the use of these services.

### **3. Recipients of Personal Data**

In order to ensure the proper operation of the company Aviationexam s.r.o. and be able to provide you with quality and proper service, other third parties have access to your personal data. These are, in particular, IT service providers (the owner of the servers on which the data are stored), bank and payment gateways, law and accounting offices and other persons who provide services to Aviationexam s.r.o. and with whom we, of course, have a concluded written contract on the processing of personal data in order to protect your personal data.

The Controller further states that your personal data may be accessed by the state authorities within the framework of fulfilling the legal obligations stated by the relevant legal regulations.

### **4. Categories of Personal Data That Are the Subject Matter of Processing**

- addressing and identification data serving to the unambiguous and unmistakable identification of the data subject (e.g. name, surname, permanent address)
- data enabling the contact with the data subject (contact details – e.g. phone number and e-mail address)
- other and descriptive data (registration date and last login date)
- operational and location data  
These are data processed for the purposes of fulfilling of the contract (user login, issues with the providing of service etc.).

These are in particular the following data:

- date and time of login to the web, or server,
- IP address
- browser
- http user agent

In the case of mobile applications (the system iOS, Mac, Android, Windows):

- date of activity
- type of activity
- version of the used application
- type of device
- version of device operating system
- IP address
- DNS
- UID (unique identifier that serves to verification of the user, device, and application).

### **5. Method of Personal Data Processing**

The Controller processes personal data both manually and automatically, and keeps the records of all activities, both manual and automated, in which processing of personal data occurs.

## 6. Time of Personal Data Storing

We keep your personal information in compliance with legal regulations for the duration of the contract so we could provide you with our services. Upon termination of your contract or the obligations arising from it or related to it, we have your data stored for a period of time that is required and stated in the relevant legal regulations, particularly tax and accounting laws, and further in accordance with general limitation periods.

If you have provided the consent to with sending of business and marketing messages, this consent is valid for the duration of the use of the products and services of the Controller, as well as for the period of the next 1 year after the termination of the use of the products or services.

If you do not sign into your account for more than one year, so your account will be inactive for the mentioned time, all your data will be deleted, unless you have an active product under your account or your account is associated to a Learning Management System. The obligation under the first paragraph of this point is not affected by this.

## 7. Rights of Data Subjects

You have the right to contact the company Aviationexam s.r.o at any time and request information and access to personal data and its processing. Further, you have the right to the deletion, to the correction of inaccurate or incomplete personal data, the right to limitation of the processing, to objection against the processing, to the information on the fact whether automated decision is being made, including profiling, further the data portability, and the right to withdraw the given consent. You can apply these rights to the Controller contacts stated below. With the eventual complaint, you can also turn to the Office for Personal Data Protection. You also have the right to be notified by us without undue delay about a personal data breach, if this violation would result in a high risk for your rights and freedoms.

More detailed information can be found here

<https://www.aviationexam.com/gdpr>

If you have any queries or comments about information of personal data processing, please do not hesitate to contact us by phone [REDACTED] or at the e-mail address [support@aviationexam.com](mailto:support@aviationexam.com) or directly in writing to the address of the registered office of the company Aviationexam s.r.o., Prague 5 - Stodůlky, Kovářova 39/23, postcode 155 00.

## REGISTRATION & PASSWORD SHARING

The Seller reserves the right to refuse supply of goods (services) or subscription to any person or entity for any or no reason whatsoever. Registration is valid for a single user only. Through the registration process, user chooses a username and password (his/her account within our system). The user is responsible for maintaining the confidentiality of the username and password, and is also fully responsible for all activities that occur under his/her ID or password. The Seller does not allow any of the following:

- any other person sharing username and password;
- access through a single username and password being made available to multiple users on a network;

Seller's servers use advanced functions for detection of password sharing. Any such occurrence

will automatically be reported to the Seller by the system and user's account may become temporarily blocked for further investigation or cancelled without entitlement for refund, or the Seller has the right to limit the number of devices under the terms of the APPLICATIONS GTC from three (3) to one (1). Violation of any of the two articles above will be grounds for account termination without our obligation towards the Buyer for any compensation or reimbursement.

### **APPLICATIONS**

User can use his/her account through all software platforms or applications offered by the Seller (iPhone/iPad application, OS X application, MS Windows software). User can be logged in through the online system or through any application. Buyer can use the account for the online system plus a maximum of three (3) devices. This is without prejudice to the Seller's right to reduce the number of devices under REGISTRATION & PASSWORD SHARING GTC. Only after logout it is possible to login through other application. Synchronization is provided for all platforms. It is required to run the synchronization at least once a month in order to revalidate the subscription.

### **ACCEPTABLE USE POLICY**

The Seller has expended substantial time, effort, and funds to create this website and the goods offered. The website [www.aviationexam.com](http://www.aviationexam.com) is fully copyright protected. All material and all of the images located on this website and any materials / products sent to the user by e-mail or delivered in any other form from Aviationexam s.r.o. (hereinafter referred to as the "content") or in any way relating to the website belong to the Seller. The user may retrieve and display content from the website on a computer screen, print a single copy of individual pages on paper and store such pages for caching purposes only, all for your personal and non-commercial use only.

The user (Buyer) MAY NOT do any of the following without prior written permission from the Seller:

- reproduce, modify, commercially exploit, redistribute, mass-download, reuse, reproduce, repost, sell, publish or otherwise circulate any of the content, system or parts of the content or system (including using it as part of any library, archive or similar service)
- remove copyright or trade marks from any material or copies of content made or obtained in accordance with these GTC
- create a database in electronic or structured format by systematically downloading and storing the content or parts of the content
- use the content on any other website or other networked computer environment

By accessing the Website, [www.aviationexam.com](http://www.aviationexam.com), user agrees not to:

- damage, modify, interfere with or disrupt access to the website or do anything which may interrupt or impair its functionality;
- make any commercial or business use of the website and its content or resell or commercially benefit from any part or aspect of the website;
- publish, post, distribute, or otherwise transmit defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable material or information;

The Seller is entitled to prevent the user from accessing the website, without prejudice to any of Seller's accrued rights, if the user is contravening this Acceptable Use Policy or any other term or condition of these GTC. If Buyer's access privileges are terminated on the basis of this paragraph, the Seller will hold no obligation for compensation for any of user's claims.

## **LIABILITIES**

The Seller takes all such steps as are reasonably necessary to provide a fast and reliable service, but exclude to the fullest extent permitted by law any liability for the security of the services on the website or for any disruption of the website however caused, loss of or corruption of any material in transit, or loss of or corruption of material when downloaded onto any computer system.

All of the goods (content) offered through the website Aviationexam.com or by the Seller has been thoroughly proof-read, examined and checked for inaccuracies and errors. However mistakes can happen. If you believe you have found an incorrectly presented data, please, let us know by e-mail at: support@aviationexam.com and we will address the issue promptly.

## **LINKED SITES**

Certain links are provided that may lead to websites maintained by third parties over which the Seller has no control. The Seller takes no responsibility for the accuracy, content, or any aspect of that material, and disclaims any liability to the user for such material or for any consequence of user's decision to use the links provided or use of such material.

## **TERMINATION**

The Seller is entitled to terminate user's access to the website and/or other products or services without any prior notice to the user where (by way of example and without limitation):

- there is a regulatory or statutory change limiting Seller's ability to provide a website; or
- user is abusing the services (goods) provided or are otherwise acting in breach of these GTC.

## **Organizations / Learning Management System SECTION**

Any organization using the Aviationexam system, can upload it's own study material or it's specific question bank (material) into the system. This material is visible only to users assigned under respective organization account (FTO/ATO/school students). The Seller does not claim any ownership rights to such material nor he is responsible for its content (in terms of copyright issues). The organization is fully responsible for the content of uploaded material (in terms of copyright issues).

The Seller stores test results and study plans of students for at least seven (7) years. In case of termination of cooperation, the Seller enables the organization access to the results of the organization's students for the next three (3) years.

The organization is responsible for the security of the data exported from the Seller's platform howsoever (e.g. printed report, electronic document, electronically exported data to another system).

An organization that buys accesses from the Seller, regardless of form (activation codes or slots), is authorized to publicly offer for sale (e.g. on the e-shop, social networks, internet, printed or electronic price lists) and resell these accesses only in the lengths of subscriptions that are available to regular (end) customers.

## **CONTACT**

If you have any questions concerning any part of these GTC please contact us by email at: [support@aviationexam.com](mailto:support@aviationexam.com)

## **IX. CLOSING PROVISIONS**

All disputes arising from the contract entered into between the Seller and the Buyer (user) and/or in connection with it shall be decided by the Czech courts. The court having local (venue) jurisdiction shall be the Municipal court in Prague (if the regional court has the subject matter jurisdiction) or the District court in Prague 1 (if the district court has the subject matter jurisdiction).

Compliance with the duties following from the Act No. 634/1992 Coll., on Consumer Protection, as amended, is checked and supervision is performed by the Czech Trade Inspection ([www.coi.cz](http://www.coi.cz)).

These General Terms and Conditions, including its components are valid and effective as of 5 February 2021. GTC, including its components, are available at the registered office premises of business company Aviationexam s.r.o. or electronically at [www.aviationexam.com](http://www.aviationexam.com).

These General Terms and Conditions are set out in accordance with and are governed by Act No. 89/2012 Coll. Civil Code, and Act. No. 634/1992 Coll. on Consumer Protection, as amended.