

General Terms and Conditions

We inform you that you, as the customer (hereinafter Customer), by using the website available at <https://next.testair360.com> (hereinafter referred to as Website), declare that you know and accept the following terms and conditions (hereinafter referred to as GTC).

Please read our GTC carefully and use our services only if you agree with all its points and consider them binding on you.

1. Data of the Service Provider and its Partners

1.1. The service provider of the Website and the TestAir360 Software is:

Testair360 Kft. (Headquarters: Kápolnás tanya 870/4 hrsz. 4502 Vasmegyer, Hungary, Tax number: 28762788-2-15, Company registration number: 15 09 087722, Bank Account number: 11600000-00000000-94216969, Email: info@testair360.com) (hereinafter referred to as: "Service Provider", "TestAir360").

1.2. Partners of the Service Provider:

WIZZ Air Hungary Zrt. (registered seat: 1103 Budapest, Kőér utca 2/A.B.ép. II-V, company registration number: 01 10 140174, tax number: 26648525-2-44)

Egnatia Aviation (registered seat: Tenedou 32 and Panagoudas, 65404, company registration number: 20836330000, tax number: 999196674)

Tréner Kft. (registered seat: 4400 Nyíregyháza, Repülőtér 1., company registration number: 15 09 061647, tax number: 11240695-2-15)

2. Registration

2.1. If Customer wishes to use TestAir360's services, it will need to register and enter its name and email address, as well as its password to log in later. Before finalizing the registration, it is also necessary to accept the registration conditions, in particular to accept the [Privacy Policy](#). The registration will be confirmed by e-mail. Services provided by Testair360 are only available to persons over the age of 16.

2.2. The Customer is obliged to keep the password provided confidential. If, during the identification, the customer's data has become the property of an unauthorized third party after the correct entry of the customer's unique ID and password, the Service Provider shall not be liable for any resulting damages or inconveniences. By providing their e-mail address, users consent to the Service Provider sending them technical messages related to the provided services.

2.3. The Service Provider deletes the registered data from the system upon request. For security reasons, a deletion request will only be valid if the user confirms the deletion request by e-mail to prevent anyone from intentionally or accidentally deleting something else from the registration database. Registration is identified by an email address, so an email address can only be registered once.

2.4. Results from already completed exams (Pro Test and Preparation Test) will still feed into TestAir360 database even after the deletion of a registration. However, these data cannot be used to identify the individual user and it will be used for statistical analysis. Further information on such data processing is available in our Privacy Policy.

3. Acceptance of the General Terms and Conditions

3.1. During the registration, if the Customer wishes to use the services of TestAir360, it is obliged to accept the terms and conditions of the present GTC, which can be done by selecting the checkbox on the registration form. Upon acceptance of the terms and conditions of the GTC, a contract in accordance with these GTC shall be concluded between the Service Provider and the Customer.

3.2. The present GTC is in line with section 6:77-6:81 of Act V of 2013 (Civil Code).

4. Services

4.1. Customers can purchase preparation tests on the Website or can be selected by Partners to participate in the Pro Test via the Website.

Pro Test: is an ab-initio pilot cadet aptitude test (including one Pro Test and three Practice Tests), used by airlines and pilot schools for their pilot cadet selection process.

Preparation Test: will assist the preparation of the Customer for the Pro Test by familiarising them with the exam environment and the types of questions that can be expected in the Pro Test in general.

5. The Preparation Test

5.1. The Preparation Test contains 5 modules, as in Physics, Mathematics, English, Visual Memory and Hand-Eye Coordination. The modules may vary at the sole discretion of Service Provider. The purpose of the Preparation Test, as set out in Section 4, however, shall not change.

5.2. Customer may purchase a maximum of 3 Preparation Tests and each test has to be completed within a period as detailed below in clause 5.4. of the present GTC. Test result is provided to Customers on their application dashboard after the completion of the Preparation Test. Results are

communicated in percentages, and in case of the Hand-Eye Coordination module, the measured metrics are given (e.g. time spent on target spot, balls lost).

5.3. The Preparation Tests are only available for a limited time counting from the date of purchase:

1 Preparation test is available for 8 hours

2 Preparation tests is available for 46 hours

3 Preparation tests is available for 60 hours

5.4. Customer acknowledges that if the above-described available time expires while completing the Preparation Test, the system will exclude the Customer and who will not be able to continue the given Preparation Test. The above example is no exception to the limit on the number of examinations that can be purchased set out in clause 5.3.

5.6. After fully finishing the Preparation test, a report based on the performance of the Customer will be available on the application dashboard. The report will show module results in percentages or in case of skill based tasks, the result is displayed according to other metrics. The report will not give indication of whether Customer passed or did not pass the Preparation Test and faulty questions will not be listed. TestAir360 reserves the right to change the presentation of results at anytime at its own discretion. Results will not be shared with the Partner of the Service Providers.

6. The Pro Test

6.1. The Pro Test is a supervised exam (remote or classroom based) with 13 modules with a total time of approximately 4 hours. The modules can be amended or replaced at the sole discretion of the Service Provider.

6.2. The Partner is entitled to select the date and time of the given Pro Test. In case the selected date and/or time is inconvenient for Customer, the Customer shall request in writing, providing a detailed explanation of the circumstances preventing their attendance to rearrange the date and/or time of the Pro Test with Partner no later than 8 days in advance. The Service Provider and Partner, at their sole discretion, may consider the Student's request for rescheduling the Pro Test to an alternative date and time. However, the Provider is under no obligation to accommodate such a request and may reject it without any liability.

6.3. Customer acknowledges that the Pro Test is non-refundable and that the Service Provider and Partner have made necessary arrangements and commitments based on the Customer's payment for the Pro Test.

6.4. The Customer acknowledges and agrees that the Service Provider or Partner shall not be held liable for any losses, damages, or expenses incurred by the Customer as a result of their

non-attendance at the Pro Test. The Customer further releases the Service Provider and Partner from any claims or demands arising out of or related to the non-attendance.

6.5. Service Provider and Partner recognize that certain circumstances beyond their control, such as acts of nature, unforeseen emergencies, or government regulations, may make it impossible or impractical to conduct the Pro Test as scheduled. In such cases, the Pro Test shall be rescheduled, if feasible.

6.6. The Partner and Service Provider retains the right to reschedule the date and/or time of the already selected Pro Test at any time, at their sole discretion and with prior notice given to the Customer at a reasonable time.

6.7. After finishing the Pro Test the given Partner will receive a report on the performance of the Customer. The report will show module results in percentages or in case of skill based tasks, the result is displayed according to other metrics. The report will not give indication of whether Customer passed or did not pass the Preparation Test and faulty or any questions or explanation to the questions will not be listed. TestAir360 reserves the right to change the presentation of results at anytime at its own discretion. Guidance for the achieved results is provided in the FAQ section of the Website.

6.8. The Service Provider maintains a strict policy of not allowing or tolerating the use of any unauthorised aids during the Pro Test. Any attempt by the Customer to use such aids will result in immediate consequences, including but not limited to disqualification, termination of the examination, or other appropriate actions determined by the Provider. In order to ensure the integrity of the examination process, the Service Provider continuously monitors the Customer to prevent the use of unauthorised aids in performing the tasks. Further information on the data recorder and processed during the Pro Test is available in our [Privacy Policy](#).

7. Payment

7.1. Payment of the Pro Test

7.1.1. After the Customer is selected by the Partner to take the Pro Test, the Customer shall make the fee of the Pro Test in advance via bank transfer or online bankcard payment upon receiving a Pro Forma Invoice from Service Provider. Service Provider will contact the selected Customer individually regarding the payment.

7.1.2. The non-refundable fee of the Pro Test is: EUR 85 + VAT. The price can be changed anytime at the sole discretion of Service Provider.

7.2. Payment of the Preparation Test

7.2.1. After registration, the Customer can purchase the exams within their own account, the maximum number of which is 3 (either purchased in bulk or one by one). After a successful purchase, the customer will receive a confirmation email to the email address provided during registration. After

a successful purchase, the Customer can immediately access the purchased Preparation Tests within its account.

7.2.2. The prices shown for the price of the exam include the amount of VAT required by law.

7.2.3. The TestAir360 service only uses an online credit card payment system.

7.2.4. The applicable rates are available on the Website. TestAir360 reserves the right to amend its prices anytime at its own discretion.

7.2.5. Online bank card payments are made through the SimplePay system, which is provided by OTP Mobil Kft. (Company registry no. 01-09-174466; registered office: Hungária krt. 17-19., 1143 Budapest, Hungary). The data provided for the purchase, so the credit card details will not be sent to TestAir360.

7.2.6. In case of payment by credit card, the purchase is always made in euros, the purchase price will be credited in euros. In the case of payment with a card belonging to a non-euro bank account or credit account, the exchange from other currencies to HUF during the online bank card payment is made by the card issuer's bank, at the exchange rate set / provided by it, this may differ from bank to bank.

7.2.7. The invoice issued for the purchase will be sent electronically within 8 days to the email address provided during registration.

8. Technical issues

8.1. In case the Customer forgets its password, it can require a new one. The Customer must visit the login page and click on the "Forgot my password" link.

8.2. Any technical issues or complaints the Customer may experience while completing the Preparation Test can be reported to the following email address: info@testair360.com or on the 'contact us' page of the Website. Customer shall submit detailed info / printscreen / etc. along with his complaint. TestAir360 is required to respond to an error report only on business days, within 48 hours from reporting the error. "Business day" does not include a Saturday, Sunday or any day on which commercial banks in Hungary are required to keep it closed. If, due to an error, the Customer was unable to complete the exam within the given time frame referred to in clause 4.4. of the GTC, Testair360 will assess the error and may credit the Customer for the time elapsed since the error was reported or may refund the exam fee. This decision falls within the TestAir360's discretion and is not required to state reasons for its decision.

8.3. Customer acknowledges that the preferred browser for the Preparation and the Pro Test to run properly is the latest version of Google Chrome and it is also recommended to use a separate keyboard and audio device, as it is essential for certain tasks, such as hand-eye coordination. Parties agree that the TestAir360 shall not be liable for any defects resulting from failure to comply with the above conditions.

9. Right of withdrawal

9.1. With reference to 45/2014. (II. 26.) of the Government Decree, before purchasing the service, the Customer acknowledges that after purchasing the service of TestAir360, the Customer will access the Service, thus losing the right to withdraw.

10. Liability

10.1. In no event will Service Provider or Partner be liable under this GTC, for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether either Party has been advised of the possibility of such damages.

10.2. Each Party shall be liable for damages caused by intentional breach of contract or by gross negligence.

10.1. Consumers acknowledge that taking the Preparation Test does not guarantee a successful completion of the TestAir360 ab-initio pilot aptitude exam. TestAir360 cannot be held liable if the Customer fails the TestAir360's ab-initio pilot aptitude test despite completing the Preparation Tests.

10.2. The Preparation Test may resemble TestAir360's ab-initio pilot aptitude test, which is used by airlines and pilot schools for their pilot cadet programmes but only the types of tasks can be the same, the questions themselves are different.

10.3. TestAir360 is not responsible for harmful content, such as viruses, worms and other losses, that spread or become available through the use of the service. TestAir360 is also not responsible for the incompleteness of the data provided by you or for any inconvenience resulting from incorrect data.

11. Intellectual Property

11.1. The provided service is the property of TestAir360. All trademarks, service names, brand names, logos, domain names and any other features of the TestAir360 brand ("Brand Features") owned by TestAir360 are the sole property of TestAir360. The Terms do not grant you the right to use any of TestAir360's brand features, whether for commercial or non-commercial purposes.

11.2. The Preparation Test and Pro Test available on the Website is considered as a database and is protected by copyright law. TestAir360 has the exclusive right to use this database. The database available on the Website is produced by TestAir360, so only TestAir360 has permission to use the database and to grant third parties permission to use the database. Therefore, using any part of the database constitutes copyright infringement and may incur severe civil law consequences.

12. Miscellaneous

12.1. Except as otherwise provided in the GTC, if any provision of the GTC is held to be invalid or unenforceable for any reason or to any extent, the other provisions of these terms shall not be affected, and the application of such provision shall be to the fullest extent permitted by law.

12.2. Complaints of Customer can be addressed primarily in writing directly to TestAir360, which will do its utmost to eliminate and remedy any violations. Any disputes that may arise between you and TestAir360 will be settled primarily out of court by conciliation. If the consultation does not lead to a result, you may apply to an authority or court in accordance with the applicable law.

Effective June 12, 2023