

## CPaT GLOBAL END USER TERMS AND CONDITIONS OF USE

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### Terms

By accessing the CPaT website, you agree to abide by these website Terms and Conditions of Use and to comply with all applicable federal, state and local laws and regulation. Accessing the website includes using the information, features, software, tools, reports and other functionality provided by the CPaT website whether as a visitor to the website or registered member. In order to take full advantage of the CPaT website by availing yourself of offered services and accessing customer and technical support, you must, as a part of the registration process as a user, read and affirmatively indicate your full acceptance of these Terms and Conditions of Use. If you do not agree to full acceptance of these Terms and Conditions of Use, then you may not use or access the CPaT website.

### Description of Services

CPaT has developed a library of computer-based training courses supporting the aviation industry as part of the Company's training curriculum. CPaT provides subscribers courseware via multiple technology platforms and manages the courseware through the Company's Learning Management System ("**CPaT System**"). In general, the CPaT System consists of CPaT's on-line computer system including all electronic databases and services accessed by or through CPaT's on-line computer system, and individual items within those databases or services that may constitute independent works of authorship; all written and electronic documentation, including user and operator manuals, online help and frequently asked questions ("FAQ"), and the similar materials provided by CPaT to Licensee in connection with the License Agreement; any other software, product, service, data or information provided by CPaT or obtained through CPaT's on-line computer system owned by or licensed to CPaT; and any new features that augment or enhance any component of the current CPaT System.

CPaT has entered into agreements with certain third party service providers ("**Service Providers**") to provide services in connection with the CPaT System. You understand and agree that these Terms and Conditions of Use apply to such Service Providers as described below.

### Proprietary Rights

#### CPaT's Rights

CPaT protects all materials contained or displayed on this website by applicable federal and common copyright and trademark law. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on any CPaT website content or software, in whole or in part except as specifically authorized in writing by CPaT.

#### Your Rights

CPaT claims no ownership or control over any information or content submitted, posted or displayed by you on or through the CPaT website. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any content you submit, post or display on the CPaT website and remain solely responsible for protecting those rights.

You agree to license CPaT and its Service Providers, any information, data, passwords, materials or other content ("**Content**") you provide through use of the CPaT System. CPaT and Service Provider may use, modify, display, distribute and create new material using such Content to provide the service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Company and Service Provider may use the Content for the purposes set out above. As between Company and Service Provider, Company owns your confidential account information.

To the extent other users may access any content that you post or display on the CPaT website, you grant CPaT a worldwide, non-exclusive, royalty-free license to reproduce, adapt, modify, publish and distribute such content on the CPaT website for the purpose of displaying, distributing and promoting CPaT's services. CPaT reserves the right to refuse to accept, post, display or transmit any content you submit in its sole discretion. You represent and warrant that you have all the rights, power and authority necessary to grant the rights to any content submitted described in this paragraph.

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### Use License

CPaT grants you a limited license to download one copy of the materials (information or software) from CPaT's website for personal, non-commercial transitory viewing only. This license does not in any manner transfer title. Under this limited license you may not:

- modify or copy the materials;
- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- attempt to decompile or reverse engineer any software contained on CPaT's website;
- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and CPaT reserves the right to terminate this license at any time and for any reason. Upon termination, you must cease viewing these materials and destroy any downloaded materials in your possession regardless of the form, including electronic or printed material.

### Your Registration Information

In order to allow you to use the CPaT System you will need to sign up for an account with CPaT. We may verify your identity. You authorize CPaT to make any inquiries we consider necessary to validate your identity, which may include asking you for further information, requiring you to provide your full address or other reasonable steps. If you do not provide this information or CPaT cannot verify your identity, we can refuse to allow you to use the Services.

You agree and understand that you remain responsible for maintaining the confidentiality of your password which, together with your User ID e-mail address, allows you to access the Sites. That User ID and password, together with any mobile number or other information you provide form your "**Registration Information.**" By providing us with your e-mail address, you agree to receive all required notices electronically, through the CPaT System by displaying links to notices generally on the Site, to that e-mail address. You assume responsibility to update or change that address, as appropriate. CPaT will send you notices will in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser.

If you become aware of or suspect any unauthorized use of your Registration or Account Information for the CPaT System you agree to notify CPaT immediately at the email address – [support@cpatglobal.com](mailto:support@cpatglobal.com).

### Your Use of the Services

You may only access and use the CPaT System for lawful purposes. Accurate records enable CPaT to provide the CPaT System to you; therefore, you must provide true, accurate, current and complete information about your investments and you may not misrepresent your Registration and Account Information, including your identity. In order for the CPaT System to function effectively, you must also keep your Registration and Account Information up to date and accurate. Failure to do this may affect the accuracy and effectiveness of the CPaT System You represent that you own and have full authority to provide us with, all Registration and Account Information and other information necessary to facilitate your use of the Services.

Interruptions of your access and use of the CPaT System may occur from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the CPaT System or other actions that CPaT, in its sole discretion, may elect to take. In no event will CPaT have liability to any party for any loss, cost or damage that results from any scheduled or unscheduled downtime.

Your sole and exclusive remedy for any failure or non-performance of the CPaT System including any associated software or other materials supplied in connection with such services, shall consist of CPaT using commercially reasonable efforts to adjust or repair of the applicable service.

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From time to time, CPaT may include new or updated pre-release features and trial use (“**Sneak Preview**” features) in CPaT System for your use and the opportunity to provide feedback. You understand and agree that you use Sneak Preview features voluntarily and that CPaT has no obligation to provide you with any Sneak Preview features.

Furthermore, if you decide to use the Sneak Preview features you agree to abide by any rules or restrictions CPaT may place on them. You understand that your use of certain Sneak Preview features may prevent you from reverting to the earlier version of the same or similar feature. Additionally, if you cannot revert to such earlier version, then any data you converted will not revert to the earlier version. CPaT provides Sneak Preview features on an “as is” basis and, as such, may contain errors or inaccuracies that could cause failures, corruption or loss of data or information from any connected device. You acknowledge and agree that you assume all risk of the use of the Sneak Preview features.

### **Use With Your Mobile Device**

You may access and use these CPaT System through a compatible mobile device, which may require Internet or network access and software. You assume full responsibility for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. **CPaT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.**

### **Online and Mobile Alerts**

CPaT may from time to time provide automatic alerts and voluntary account-related alerts, including certain changes to your account or information, such as a change in your Registration Information.

You may activate voluntary account alerts as part of the CPaT System. You may customize, deactivate or reactivate these alerts at any time. These alerts allow you to choose alert messages for your accounts. CPaT may add new alerts from time to time, or cease to provide certain alerts at any time in its sole discretion. Each alert has different options available from which you may select upon activation of your alerts service.

You understand and agree that a variety of factors may delay any alerts provided to you through the CPaT System. CPaT may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. CPaT assumes no liability for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

CPaT will send electronic alerts to the email address you have provided as your primary email address for the CPaT System. If your email address or your mobile device’s email address changes, you assume responsibility for informing us of that change. You can also choose to have alerts sent to a mobile device that accepts text messages. Changes to your email address or mobile number will apply to all of your alerts.

Because we do not encrypt alerts, we will never include your password; however, alerts may include your User ID and some information about your accounts. Depending upon which alerts you select we may include information such as an account balance. Anyone with access to your email may view the content of these alerts. You may disable future alerts at any time.

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### Rules for Posting to CPaT Website

As part of the CPaT System CPaT may allow you to post content on bulletin boards, blogs and at various other publicly available locations on the CPaT website. CPaT or a third party may host these forums. You agree in posting content to follow certain rules.

- You assume full responsibility for all content you submit, upload, post or store through the Services.
- You remain fully responsible for all materials ("**Content**") uploaded, posted or stored through your use of the CPaT System
- You grant CPaT a worldwide, royalty-free, non-exclusive license to host and use any content provided through your use of the CPaT System Archive your content frequently. You remain responsible for any lost or unrecoverable content. You must provide all required and appropriate warnings, information and disclosures. CPaT assumes no responsibility for any content or data you submit through the CPaT System By submitting content to us, you represent that you have all necessary rights and hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with CPaT System and our business, including without limitation for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels. You also grant each User a non-exclusive license to access your posted content through the Sites, and to use, reproduce, distribute, prepare derivative works of, display and perform such content as permitted through the functionality of the CPaT System and under this Agreement.
- You agree not to use, nor permit any third party to use, the CPaT System to a) post or transmit any libelous or defamatory message or which discloses private or personal matters concerning any person; b) post or transmit any indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive message, data, image or program, that encourages criminal conduct, give rise to civil liability or violate any law; or otherwise inappropriate; c) post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion; or d) interfere with other Users' use of the Service, including, without limitation, disrupting the normal flow of dialogue in an interactive area of the CPaT website, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Service infrastructure or that negatively affects the availability of the Service to others.
- Except where expressly permitted, you may not post or transmit charity requests; petitions for signatures; franchises, distributorship, sales representative agency arrangements, or other business opportunities (including offers of employment or contracting arrangements); club memberships; chain letters; or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other users to use goods or services except in those areas (e.g., a classified bulletin board) designated for such purpose.
- You agree that any employment or other relationship you form or attempt to form with an employer, employee, or contractor whom you contact through areas of the CPaT website that we may designate for that purpose shall remain between you and that employer, employee, or contractor alone, and not with us.
- You may not copy or use personal identifying or business contact information about other Users without their permission. You may not use the CPaT website to send unsolicited e-mails, mailings, telephone calls, or other communications to individuals or companies whose contact details you obtain through the Services.
- You agree that we may use any content, feedback, suggestions, or ideas you post in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant us a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the content and feedback you provide to us in any way.

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The CPaT System may include a community forum or other social features to exchange information with other users of the CPaT System and the public. CPaT does not support and assumes no responsibility for the content in these community forums. Please use respect when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which CPaT assumes no responsibility.

### **Social Media Sites**

CPaT may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration among users who have registered to use them. The Terms of Use and Privacy Policies of those platforms will govern any content you post, such as pictures, information, opinions, or any Personal Information that you make available to other participants on these social platforms. Please refer to those social media platforms to understand your rights and obligations with regard to such content.

### **Disclaimer of Warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOU ASSUME ALL RISKS RELATED TO THE USE OF THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES. CPaT PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. CPaT AND ITS SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CPaT AND ITS SERVICE PROVIDERS MAKE NO WARRANTY THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL OPERATE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE SERVICES WILL PRODUCE ACCURATE OR RELIABLE RESULTS, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, OR (v) THAT CPaT WILL CORRECT ANY ERRORS IN THE TECHNOLOGY.

YOU USE THE SERVICES AT YOUR SOLE DISCRETION AND ASSUME THE RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CPaT OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER CPaT OR ITS SERVICE PROVIDERS NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BEAR ANY LIABILITY FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF YOU HAVE ADVISED CPaT OR ITS SERVICE PROVIDERS OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF YOU HAVE ADVISED THE PROVIDER PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.

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**Limitations**

In no event shall CPaT or its suppliers assume any liability for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on CPaT's Internet website and application, even if CPaT or a CPaT authorized representative has oral or written notice of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or liability for consequential or incidental damages, such limitations may not apply to you.

**Revisions and Errata**

The materials appearing on CPaT's website and application may include technical, typographical, or photographic errors. CPaT does not warrant the accuracy, completeness or timeliness of these materials. CPaT may change materials contained on its website at any time without notice. CPaT does not, however, make any commitment to update the materials.

**Modifications to Service**

CPaT reserves the right at any time and from time to time to modify or discontinue any aspect of the CPaT website and application with or without notice; however, CPaT will take reasonable steps to notify you by email or website posting.

**Termination of Service**

CPaT reserves the right to terminate your access for cause in accordance with the applicable CPaT System License in effect. If terminated, CPaT will disable your account and you will not have access to the CPaT website and application or any information or content which you may have posted to the website.

**Links**

CPaT has not reviewed all of the websites linked to its Internet website and expressly takes no responsibility for the contents of any such linked website. The inclusion of any website link does not imply endorsement by CPaT of the site. If you use access any linked website, you use such website at your own risk.

**Modification of Terms and Conditions of Use**

CPaT may revise these Terms and Conditions of Use at any time without notice and any resulting version shall govern the use of this website.

**Governing Law**

The laws of the State of Texas shall govern any claim relating to CPaT's website without regard to its conflict of law provisions.

**Privacy Policy**

We value your privacy; accordingly, we have developed this Privacy Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information:

- Before or at the time of collecting personal information, we will identify the purposes for collecting such information.
- We will collect and use personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfillment of those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

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- We will only collect relevant personal data limited for the express purposes defined.
- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.

We commit to conducting our business in accordance with these principles in order to ensure that we protect and maintain the confidentiality of your personal information.

You can view CPaT's full Privacy Statement at <http://www.cpat.com/privacy-policy/policy.pdf>. You agree to the applicable CPaT Privacy Statement, as amended from time to time including that CPaT: (1) may use and maintain your data according to the CPaT's Privacy Statement, as part of the CPaT System and (2) has your permission to combine information you enter or upload for the CPaT System with that of other users of the CPaT System (for example, CPaT may use your and other users' non-identifiable, aggregated data to improve the CPaT System or to design promotions. Indemnity

**Indemnification**

You agree to indemnify and hold CPaT, its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers, service providers or partners harmless from and against any third party claim arising from or in any way related to your use of the CPaT website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature, including but not limited to your use of the CPaT System your violation of these Terms and Conditions of Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone. CPaT will provide you with written notice of such claim, suit or action.

**General Terms and Conditions**

Entire Agreement. The Terms and Conditions of Use (including any related policies, guidelines or amendments Program Policies and Legal Notices) constitute the entire agreement between you and CPaT and govern your use of CPaT's website, superseding any prior such agreements.

Survival. Upon expiration or termination of your access to the CPaT website, Sections 3, 5, 6, 7, 14, 15 and 16 shall remain in full force and effect.

Waiver and Severability of Terms. CPaT's failure to exercise or enforce any right or provision of the Terms and Conditions of Use shall not constitute a waiver of such right or provision. If a court of competent jurisdiction finds any provision of the Terms and Conditions of Use invalid, you agree that the court should endeavor to give effect to CPaT's intentions as reflected in the affected provision, and the other provisions of the Terms and Conditions of Use shall remain in full force and effect.

Section Headings. CPaT has included section headings in these Terms and Conditions of Use for your convenience only and, as such, have no legal or contractual effect.