



## TERMS & CONDITIONS:

Nubis Aviation Training is the trading name of Nubis Aviation Ltd registered under Companies House Scotland; registration number SC567896.

Access to, and use of any website, service or social media sites (herein; website, service or social media sites collectively referred to as 'Sites associated with Nubis Aviation Training') are provided by Nubis Aviation Ltd on the following Terms & Conditions.

### 1. ABOUT THE TERMS & CONDITIONS

- 1.1 The terms "we", "us" and "our" refer to Nubis Aviation Ltd. The term "you" refers to you, as a user of Sites associated with Nubis Aviation Training.
- 1.2 Terms & Conditions govern the use of Sites associated with Nubis Aviation Training; by using this website, you accept these Terms & Conditions in full. If you disagree with these Terms & Conditions or any part of these terms and conditions, you must not use Sites associated with Nubis Aviation Training.
- 1.3 You will be deemed upon registration for your online account to be a Nubis Aviation Training account holder (Account Holder) and be bound by these Terms & Conditions, which shall take effect immediately on your first use of this website.
- 1.4 Nubis Aviation Ltd may change these Terms & Conditions from time to time and so you should check these terms regularly. Revised Terms & Conditions will apply from the date of the publication of the revised Terms & Conditions on this website. Your continued use as an Account Holder will be deemed as acceptance of the updated or amended Terms & Conditions. If you do not agree to the changes, you should cease using Sites associated with Nubis Aviation Training.

### 2. CONDITIONS OF USE

- 2.1 You agree to use Sites associated with Nubis Aviation Training only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of Sites associated with Nubis Aviation Training. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue. You may not impersonate another person when using Sites associated with Nubis Aviation Training.

### 3. INTELLECTUAL PROPERTY

- 3.1 All copyright, trade-marks, design rights, patents and other intellectual property rights (registered and unregistered) and all content located on Sites associated with Nubis Aviation Training shall remain vested with Nubis Aviation Ltd.
- 3.2 All rights reserved. No part of this publication, its attachments or anything on Sites associated with Nubis Aviation Training may be reproduced, stored in any medium (including electronic



storage or use in a website), distributed, modified or utilised in any form or by any means (electronic, mechanical, photocopying or otherwise), showed in public, such materials in whole or in part, without the prior written permission from Nubis Aviation Ltd or a licence from the Copyright Licensing Agency Ltd, in accordance with the Copyright, Designs and Patents Act 1988.

#### 4. ACCOUNT HOLDER TERMS

- 4.1 You must be at least 16 years of age to register as an Account Holder.
- 4.2 To become an Account Holder, you will need to provide Nubis Aviation Ltd with some personal details about yourself. We will protect your personal data as set out in the Nubis Aviation Ltd Privacy Policy.
- 4.3 Nubis Aviation Ltd may bring any rights granted to you to an end at any time without necessarily providing any notice to you.
- 4.4 If you disable your account, we will not automatically delete the content that you have submitted to Sites associated with Nubis Aviation Training without a written proposal.
- 4.5 If you use multiple logins for the purpose of disrupting a community or annoying other users, you may have action taken against all of your accounts. All accounts must be registered with a valid personal email address that you access regularly so that moderation emails can be sent to you. Accounts registered with someone else's email address, or with temporary email addresses may be closed without notice.

#### 5. AGREEMENT & PAYMENT TERMS

- 5.1 Contractual relationships are either via written agreement from you and Nubis Aviation Training or via 'buy' options at [www.nubisaviationtraining.com](http://www.nubisaviationtraining.com). No other information contained on Sites associated with Nubis Aviation Training is intended to be, nor should be construed as an offer by us to enter into a contractual relationship with you or anyone else except on these Terms & Conditions.
- 5.2 Payment for services from Nubis Aviation Ltd are via credit card transaction on [www.nubisaviationtraining.com](http://www.nubisaviationtraining.com) or via any other means of payment as per written agreement between you and Nubis Aviation Ltd.
- 5.3 Payments for services are non-refundable once services have begun.
- 5.4 By Subscribing via credit card transaction on [www.nubisaviationtraining.com](http://www.nubisaviationtraining.com) for any course, you agree to enter into a contractual agreement with Nubis Aviation Ltd for the minimum duration of the subscription period that will be clearly identified and mentioned in the course details. As such, if you decide to cancel your subscription at anytime prior to the minimum duration period, you agree to give permission to Nubis Aviation Ltd to charge the minimum period duration payment fee to your credit card.



- 5.5 Information and pricings for services may be changed at any time and can take effect at any time without notice.
- 5.6 Certificates and 'Letters of Recognition' for training courses are only granted upon completion of all applicable syllabus requirements by Account Holder as well as payment amount, as applicable, paid in full by appropriate means.
- 5.7 Nubis Aviation Training reserves the right to withhold or delete certificated from Account Holder accounts until minimum payment fees are paid in full.

## 6. CONTRIBUTIONS TO NUBIS AVIATION LTD

- 6.1 By sharing any feedback or contribution (including any text, photographs, graphics, video or audio) with Nubis Aviation Training you agree to grant Nubis Aviation Ltd, free of charge, permission to use the material in any way (including modifying and adapting it for operational and editorial reasons) for Nubis Aviation Ltd services in any media worldwide.
- 6.2 In order that Nubis Aviation Ltd can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any third party rights, that you have the right to give Nubis Aviation Ltd permission to use it for the purposes specified above, and that you have the consent of anyone who is identifiable in your contribution or the consent of their parent/guardian if they are under 16 years of age.
- 6.3 If you do not want to grant Nubis Aviation Ltd the permission set out above on these terms, please do not submit or share your feedback or contribution to or with Sites associated with Nubis Aviation Training.
- 6.4 You may not submit or share any defamatory or illegal material of any nature on Sites associated with Nubis Aviation Training. This includes text, graphics, video, programs or audio. Contributing materials to Sites associated with Nubis Aviation Training with the intention of committing or promoting an illegal act is strictly prohibited.

## 7. ACCURACY OF CONTENT & INFORMATION

- 7.1 Information contained in or accessible via Sites associated with Nubis Aviation Training changes on a regular basis and these improvements or alterations can take effect at any time and without notice.
- 7.2 Nubis Aviation Ltd is not able to guarantee that information contained on or available via Sites associated with Nubis Aviation Training will continue to be accurate. You confirm that you have not relied on any such information and/or any arrangements made between you and any other person, using or named on Sites associated with Nubis Aviation Training is entirely at your sole risk and responsibility.
- 7.3 Should there be any link to other websites we will try to make it as clear as possible that you are leaving Sites associated with Nubis Aviation Training. It is your responsibility to check the Terms & Conditions and Privacy Policy on any other website that you visit.



## 8. LIABILITY

- 8.1 Nubis Aviation Ltd does not guarantee that the use of Sites associated with Nubis Aviation Training will be compatible with all hardware and software.
- 8.2 Nubis Aviation Ltd does not guarantee that the use of Sites associated with Nubis Aviation Training will be uninterrupted or error or virus-free. You must take appropriate steps to ensure that you regularly check for viruses when using Sites associated with Nubis Aviation Training on any device.
- 8.3 Nubis Aviation Ltd does not guarantee that the use of Sites associated with Nubis Aviation Training will deliver any specific outcome for its users.
- 8.4 If any links to other websites appear on Sites associated with Nubis Aviation Training, Nubis Aviation Ltd accepts no responsibility or liability for the content of that website (whether under our control or otherwise). Any link is not intended to be, nor should be construed as, an endorsement of any kind by Nubis Aviation Ltd.
- 8.5 Nubis Aviation Ltd makes no statement about the suitability of the content, information and services contained on, or accessed via Sites associated with Nubis Aviation Training. All warranties, terms and conditions in this regard, including all warranties, terms and conditions implied by statute or otherwise, of satisfactory quality and fitness for purpose are excluded to the fullest permitted by law. For the avoidance of doubt, this includes materials accessed via links to websites (including home pages, web pages or documents they contain) operated by third parties.
- 8.6 Nubis Aviation Ltd further exclude to the fullest extent permissible by law all liability for damages and direct, indirect, special or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, business interruption, depletion of goodwill and like loss) or otherwise incurred by you or any third party and arising out of or in any way connected with the use of, or inability to use, Sites associated with Nubis Aviation Training or its content, whether based on contract, tort, strict liability or otherwise.
- 8.7 You will defend, indemnify and hold harmless Nubis Aviation Ltd from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal costs, arising out of or in any way connected with any breach by you of these Terms & Conditions.
- 8.8 Nubis Aviation Ltd may transfer, sub-contract or otherwise deal with services and / or obligations under these Terms & Conditions without notifying you or obtaining your consent.

## 9. JURISDICTION AND ACCEPTANCE OF THESE TERMS AND CONDITIONS

- 9.1 These Terms & Conditions, and any dispute in relation to the materials available from Sites associated with Nubis Aviation Training, are governed by Scottish law. The Scottish courts have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Terms & Conditions or use of Sites associated with Nubis Aviation Training.
- 9.2 If you breach these Terms & Conditions in any way, Nubis Aviation Ltd may take any action as deemed appropriate to deal with the breach, including but not limited; bringing court



proceedings against you; suspending and/or prohibiting your access to the Sites associated with Nubis Aviation Training.

9.3 If any provision of these Terms & Conditions is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of these Terms & Conditions.

9.4 These conditions were last updated in March 2020.