

# CT-ONLINE TERMS AND CONDITIONS



## Terms and Conditions

By engaging Manhattan Aviation Services Limited ('Manhattan Aviation') or participating in our online training, you accept the following terms and conditions.

### Course Registration

After you have registered for your online training course(s), you will receive an email confirmation and the invoice detailing the purchase and payment details. If you have registered, but did not receive the email please email us at: [admin@manhattan-aviation.co.uk](mailto:admin@manhattan-aviation.co.uk)

After you have purchased your online training course(s) and full payment have been received, detailed login information are sent via email to registered students.

### System Requirement

Manhattan Aviation's online courses are delivered through our website's CT-Online portal, using your internet connection.

Any Operating System with a browser, including Windows 9x/2000/XP, Mac OS 10.3.x or later.

In order to access the full range of documents available the computer used to access the system should be capable of opening / reading Microsoft Office Suite documents, PDF format documents and have the ability to play movie files in media player. A sound card may also be needed.

### Client Obligation

By accepting the following terms and conditions you have acknowledged that you will;

Undertake the training in a responsible manner ensuring that you read and understand the course material.

Must not seek or accept assistance with assessments/examination.

The student warrants that the information which it provides to Manhattan Aviation, whether directly or indirectly, or through the website, or which is otherwise displayed on this website is provided in good faith and is true and correct to the best of its knowledge, information and belief. That is, that the client is declaring that all information it provides is true and correct. The client also declares that all assessment work is their own.

### Course Fees and Terms of Payment

In consideration of the services to be provided by Manhattan Aviation, the client shall pay to Manhattan Aviation fees and expenses in the amounts and according to the payment schedule, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule. Terms of payment will be included in the schedule or invoice.

Manhattan Aviation accepts the following forms of payment:

- Credit Card (Visa and MasterCard)
- Bank Transfer

All bank charges associated with any money transfer will be borne in full by the client.

### Rules of Participation

Each student attending Manhattan Aviation courses shall comply with all regulations and procedures established and communicated for the course.

Software made available by Manhattan Aviation for training purposes must not be removed, nor may it be copied either wholly or in part or

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rendered useable in any other form for which consent has not been obtained. Course materials provided by Manhattan Aviation and are intended for training purposes only.

Manhattan Aviation reserves the right to exclude (a) participant(s) from attending any course due to disorderly conduct, failure to observe any of Manhattan Aviation's rules of participation. No refund of fees shall be paid to the participant or his/her employer in such circumstances.

### Course Content

Manhattan Aviation reserves the right to amend the content of any course without notice to the participants where, at the sole discretion of Manhattan Aviation, such amendment is deemed not to fundamentally change the content of such course.

All course content including: instructor presentations, supplemental materials and participant materials are only available in English. Although the instructor may use another language when verbally delivering the training, all course materials are only available in English.

### Copyrights / Intellectual Property Rights

The copyright in and all other intellectual property rights relating to the course documentation, and any other training materials provided to the course participants, are solely owned by and hereby reserved to Manhattan Aviation. Under no circumstances may the whole or any part of the course documentation be produced or copied in any form or by any means or translated into another language without the prior written permission of Manhattan Aviation. Training materials are defined to also include all electronic knowledge products or learning systems, which have been given to the participant on a storage device or made accessible via the Internet. Offenders are liable for payment of damages.

### Conditions

Manhattan Aviation reserves the right to modify, cancel and limit any training, service or promotion. We reserve the right to refuse participants for any reason. Purchasing one online training course allows one person to access the training course. Courses are not transferable. By accepting enrolment terms and conditions, you are warranting that you are the person completing the course.

### Indemnification / Liability

The products and services of Manhattan Aviation are sold "as is". In all circumstances, the maximum liability of Manhattan Aviation, its directors, employees, agents and affiliates, to client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the charges paid in respect to product or service, provided suitable notice of any such claim in made within 30 days to Manhattan Aviation. In no event shall Manhattan Aviation be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the products or materials or services provided by Manhattan Aviation, even if Manhattan Aviation has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

### Terms and Terminations

This agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party (a) becomes insolvent, files a petition or bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach. In the event of termination, Manhattan Aviation shall be compensated for the services performed

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through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Manhattan Aviation or Manhattan Aviation agents as of the date of termination, whichever is greater, and client shall pay all expenses, fees, out of pockets together with any additional costs incurred through and up to, the date of cancellation.

## Modification of Terms and Conditions

Manhattan Aviation reserves the right to update and change the terms and conditions from time to time without notice. Any alterations to products or services shall be subject to the terms and conditions. Continued use of a product or service after any such changes shall constitute consent to such changes.

## Privacy Policy

Manhattan Aviation regards customer privacy as an important part of our relationship with our customers. The following privacy policy applies to all CT-Online users, and conforms to Internet privacy standards. If you have any questions or concerns regarding this statement, you should first contact Manhattan Aviation.

By answering submitting acceptance of these terms and conditions you have confirmed that the information you provide to Manhattan Aviation, whether directly or indirectly, or through the website, or is otherwise displayed on this website is provided in good faith and is true and correct to the best of your knowledge, information and belief. That is, that all information you provide is true and correct. You also declare that all assessment work will be your own.

## Collection of Information

In order to use the Manhattan Aviation website, we may require information from you in order to provide the best service possible. All correspondence may also be collected and stored, particularly in regard to sales, support and accounts, including Email. Any information collected by Manhattan Aviation is collected via correspondence from you or your company. This may be via telephone, Email, mail, fax or directly through our website.

## Use of Collection Information

Any details collected from Manhattan Aviation customers is required in order to provide you with our products and/or services, and a high level of customer service. Correspondence is recorded in order to provide service references, and to assist in our staff development.

## Storage of Collected Information

The security of your personal information is important to us. When Credit Card details are collected, we simply pass them on in order to be processed as required. We never permanently store complete Credit Card details. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. If you have any questions about security on our website, you can email us.

## Access to Collected Information

If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, delete or deactivate it by emailing us.

## Orders

If you purchase a product or service from us, we may request certain personally identifiable information from you. You may be required to provide contact information (such as name, Email, and postal

address) and financial information (such as credit card number, expiration date). We use this information for billing purposes and to fill your orders. If we have trouble processing an order, we will use this information to contact you.

## Communications

Manhattan Aviation uses personally identifiable information for essential communications, such as Emails, accounts information, and critical service details. We may also use this information for other purposes, including some promotional Emails. If at any time a customer wishes not to receive such correspondence, they can request to be removed from any mailing lists by emailing us. You will be notified when your personal information is collected by any third party that is not our agent/service provider, so you can make an informed choice as to whether or not to share your information with that party.

## Legal

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process.

## Prerequisites

By accepting these terms and conditions I acknowledge that I have met the prerequisite requirements applicable to the course selection.

## Relevant Legislation and Regulatory Requirements

During the course delivery you will be provided with information relating to relevant legislation and regulatory requirements directly relating to the course being undertaken. Additional legislation and regulatory requirements can be provided by Manhattan Aviation management on request from the student.

## Miscellaneous

Manhattan Aviation shall not be liable for any delay or failure to perform under this agreement if caused by conditions beyond its reasonable control. This agreement is governed by the laws of the Isle of Man without regard to principles of conflicts of laws. Any proceedings under or in connection with this agreement shall be brought exclusively in the Isle of Man. This agreement may not be assigned or transferred by the customer without Manhattan Aviation prior written consent. Manhattan Aviation is permitted to assign its rights under this agreement. The relationship of Manhattan Aviation and the customer shall be that of independent contractors. Neither party has the authority to bind the other or to incur any obligation on behalf of the other party or to represent itself as the other's agent or in any way that might result in confusion as to the fact that the parties are separate and distinct entities. A waiver by either party of any provision of this agreement shall not be construed as a waiver of such provision. Each party shall retain the right to enforce any such provision in any subsequent breach. If any provision of this agreement is held to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect. The parties shall comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes. This agreement constitutes the entire, complete and exclusive statement of the agreement between the parties pertaining to the subject matter hereof, and supersedes and cancels all prior oral and written agreements between the parties with respect to this subject matter. This agreement may not be changed in any way except by an instrument in writing signed by both parties. Any provisions of this agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.