

SITE USAGE POLICY

1. PREAMBLE

1.1. Welcome to 147training.com (hereinafter – the **Site**; for other definitions used herein please refer to article 2 or descriptions that follow), the website, which is operated by UAB “FL Technics”, a private limited liability company dully incorporated and acting under the laws of the Republic of Lithuania, a legal entity code of which is 300517602, having its office at Rodunios road 2, LT-02189 Vilnius, Lithuania (hereinafter – **FL Technics**).

1.2. The following Site usage policy (hereinafter – the **Site Usage Policy**) provides the rules and requirements on usage of the Site and regulates the contractual relationship between the User and FL Technics.

1.3. This Site Usage Policy together with the Privacy Policy and Cookies Policy shall be regarded as a contract concluded between FL Technics and the User on terms of usage of the Site. Such contract shall be deemed concluded when you start using the Site and (or) any of the services available on the Site.

1.4. FL Technics makes the Site available as an internet-based platform providing online EASA-compliant courses, i.e. the Site offers continuing and re-current Training Courses based on the integrated IT and communication solutions intended for aircraft maintenance specialists, usually available 24/7 from most locations worldwide.

1.5. Users may use the Site only for the services clearly indicated and available on the Site. The use of the Site for other services without prior written consent of FL Technics is prohibited and shall be treated as a breach of the Site Usage Policy. **Please note that:**

- **the Site Services are intended for your commercial and (or) professional activities;**
- **the Site Services are not intended and are not to be used for the purposes not related to your commercial or professional activities, i.e. for the satisfaction of your personal, family and (or) households needs;**
- **by using the Site and (or) the services available on the Site you automatically and unconditionally acknowledge and confirm that you are using the Site and(or) the services available on the Site for your commercial and (or) professional activities and NOT for the purposes of your personal, family and (or) household needs. Therefore, you shall not be considered or treated as a consumer in all and any relations with FL Technics. If you disagree to this, you are forbidden to use the Site Services and the infringement of this instruction shall be deemed as material breach of this Site Usage Policy.**
- **in the event the persons, who shall be considered as consumers under the applicable laws, become the Users of this Site, they do become the Users exceptionally on their own initiative and risk, i.e. all and any provisions of this Site Usage Policy shall be applicable with respect to these persons without any limitations and (or) exceptions.**

1.6. Please review the Site Usage Policy as well as other documents regulating the usage of the Site before using the Site. You should carefully assess terms and conditions and requirements of the Site Usage Policy.

1.7. **Please note, that any usage of the Site, including browsing in the Site, collecting data and information from the Site, constitutes acknowledgment and acceptance of all provisions of the Site Usage Policy. If you do not agree to any of these terms and conditions of the Site Usage Policy you should immediately cease to use the Site and (or) Site Services.** Notwithstanding the cessation of usage of the Site and (or) Site Services, the terms and conditions of this Site Usage Policy, Privacy Policy and Cookies Policy shall be applicable further with respect to legal relations that have emerged before the cessation of the usage of the Site and (or) Site Services (“primary legal relations”), and also with respect to legal relations that have emerged out of or in connection (“further legal relations”) to the primary legal relations have emerged following the cessation of the usage of the Site and (or) Site Services.

1.8. You may not derogate from application of the Site Usage Policy in whole or in part by an agreement, a unilateral deed or otherwise, unless it is expressly allowed to derogate from particular provisions of the Site Usage Policy.

1.9. You are not allowed to use the Site and (or) Site Services, if you are not able to form a legally binding agreement or if your Account has been temporarily or indefinitely suspended or terminated regardless the basis for such suspension or termination or if you are younger than 18 (eighteen) years old and you do not have consents and (or) approvals required under applicable legal acts (if any) in order to use the Site and (or) Site Services. By accessing or using the Site and (or) Site Services you unconditionally guarantee and confirm that you are legally able to enter into the contract contemplated by this Site Usage Policy and that you have read, understand and agree to be bound by this Site Usage

Policy and any part thereof. If you use the Site and (or) Site Services, FL Technics assumes that you meet all and any legal requirements related to such use and FL Technics shall have a right but not an obligation at any time to ask you to provide FL Technics with confirming information and (or) documents.

1.10. This Site Usage Policy is effective as of 2016-11-10.

2. DEFINITIONS

2.1. In this Site Usage Policy the following terms and expressions shall have the following meanings and shall be applicable to capitalized definitions (except for personal pronouns that may be written in capital letters as well as in small letters) in other documents of the Site Usage Policy, if not clearly defined otherwise:

“Account”	shall mean a personal virtual account on the Site, which you open when you register to become a Registered User and intending to use the Site Services.
“Certificate”	shall mean an electronic document evidencing and attesting to the fact of the completion of the respective Training Course.
“Cookies Policy”	shall mean the rules and requirements on using cookies on the Site. You can read the Cookies Policy <i>here</i> .
“FL Technics”	shall mean UAB “FL Technics”, a legal entity indicated in the Preamble of this Site Usage Policy, by which this Site is operated.
Hard copy of Certificate	shall mean a paper document evidencing and attesting to the fact of the completion of the respective Training Course.
“Personal Information”	shall mean information about the User that is personally identifiable to you, like your name, address, email address or phone number, as well as other non-public information that is associated with the foregoing.
“Privacy Policy”	shall mean the rules and requirements on collection, storage and handling of information (including information about the Users) related to usage of the Site and of Site Services.
“Intellectual Property Rights”	shall mean all rights related to inventions, patents, trademarks, industrial designs, geographic indications of source, copyright, goodwill and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any country, territory or other jurisdiction.
“Training Course(s)”	shall mean training(s) available on the Site and provided via the use of engaging videos which may be viewed, re-viewed and stopped at any time.
“Site”	shall mean the website 147training.com and all related sub-domains of this website.
“Site Services”	shall mean all and any services that are accessible on the Site that are provided and organized by FL Technics.
“Registered User”	shall mean a person who creates the Account and uses the Site on behalf of a legal person (an enterprise, a company, an organization, etc.) or natural person. Using this Site means the opening, browsing, collecting data and information from the Site, using the Site Services (if any), filling the forms of service request or search request (if any) and (or) using the Site and its content in any other way.
“Visitor”	shall mean a person who is only visiting the Site and does not create an Account and is not the Registered User.
“User”	shall mean the Registered User and the Visitor together.

2.2. Capitalized terms used in the Site Usage Policy not defined in this Site Usage Policy are defined in the other documents of the Site Usage Policy or other requirements and guidelines available on the Site.

3. THE SITE USAGE POLICY AND DOCUMENTS OF THE SITE

3.1. The information, obligations, requirements, guidelines available on the Site as well as the documents linked below describe the terms and conditions on which you may use the Site, Site Services and services available on the Site (a further listing sequence does not mean granting of a priority to separate documents of the Site Usage Policy):

3.1.1. Site Usage Policy;

3.1.2. Privacy Policy;

3.1.3. Cookies Policy.

3.2. In case of conflict between the information, obligations, requirements, guidelines available on the Site and provisions of the above indicated documents of the Site Usage Policy, the provisions of the above indicated documents of the Site Usage Policy shall prevail.

4. GENERAL PROVISIONS

4.1. These provisions of the Site Usage Policy shall be applicable to all the documents comprising the Site Usage Policy notwithstanding if a clear reference is given in such document of the Site Usage Policy, unless otherwise stated in respective document of the Site Usage Policy or the Site.

4.2. References to clauses, items, provisions as well as terms and conditions provided in this Site Usage Policy or particular document comprising the Site Usage Policy are references to clauses, items, provisions as well as terms and conditions of that particular document containing such reference unless specifically stated otherwise. Each time words "include" or "including" or words of similar meaning are used in the Site Usage Policy, it shall be regarded that they are followed by words "without limitation". The headings of clauses are used for convenience only and shall not affect an interpretation of this Site Usage Policy.

5. REGISTRATION AND CREATION OF ACCOUNT

5.1. In order to be able to use all Site Services available on the Site you must first register on the Site. The registration process may be executed and the Account may be created by registering on the Site according to the following conditions:

5.1.1. you shall duly complete the registration form available on the Site and create the Account following terms of this Site Usage Policy, Privacy Policy and other instructions available on the Site. Please note that after registration you will be able to act as the Registered User;

5.1.2. during the registration process and afterwards when providing information while using the Site you agree to provide true, accurate, complete information about yourself. In case any of such information changes while using the Site, you are obliged to update such information immediately. In addition you are obliged to maintain truthfulness, accuracy and completeness of such information at all times when using the Site. In addition to this you unconditionally acknowledge and agree at any time upon FL Technics' request immediately to submit the necessary documents (including, but not limited to certificates of registration, personal documents, etc.);

5.1.3. as soon as the registration actions on the Site are completed, the notice regarding instructions on activation of your Account shall be sent to your email provided by you when registering on the Site.

5.2. Each registration is for a single entity (an enterprise, a company, an organization, etc.) or a natural person, unless otherwise expressly designated therein. FL Technics does not permit:

5.2.1. anyone other than the Registered User to use the sections of the Site requiring to use the Registered User's name and (or) password; or

5.2.2. access through a single name being made available to multiple users on a network or otherwise unless otherwise expressly agreed between FL Technics and you.

5.3. You are obliged to handle your login data with care, to process it confidentially and to prevent abuse of the login data by third parties. Login data must be protected against unauthorized disclosure, alteration or unauthorized access. You must report to FL Technics about any unauthorized use of your login data or Account as soon as practicable.

5.4. The registration process shall be deemed completed as soon as you provide all and any information required for registration on the Site. At the moment all and any necessary information is provided the confirmation letter shall be sent to your email. The confirmation letter is sent for the purpose to activate your Account. As soon as the Account is activated following the instructions set out in the confirmation letter you shall be deemed completely registered providing you with the status of the

Registered User. Please note, that notwithstanding anything else set out herein, FL Technics shall be entitled to refuse your registration due to any reasons FL Technics believes to be of great importance.

5.5. Access to the Site is strictly limited to those Registered Users who are authorized to form legally binding contracts under the applicable legal acts and procedures.

6. TERMINATION OF ACCOUNT

6.1. Without limiting any remedies FL Technics may have against the Registered User, FL Technics reserves the unlimited right to terminate the Registered User's password and its access to the Site and the Site Services without any compensations upon prior notice to the Registered User, in the event that FL Technics determines, in its sole discretion, that the Registered User:

6.1.1. does not meet the eligibility requirements set forth in paragraph 5.5 and 1.9 hereof and therefore is not an eligible subscriber; or

6.1.2. has or reasonably appears to have breached any provisions of this Site Usage Policy, Privacy Policy or Cookies Policy; or

6.1.3. is not in compliance with any applicable laws and (or) is in any way involved in or linked to, fraudulent activity in connection with the use of the Site.

6.2. The termination will take effect immediately upon FL Technics giving notice thereof to the Registered User, provided that any notice of termination given under the paragraph 6.1. may, if FL Technics in its sole discretion deems that the matter giving rise to such termination is curable by the Registered User, specifically provide the cure period during which the Registered User may cure the alleged breach and, in such case, termination will take effect at the end of such period if the breach remains being uncured.

6.3. The Registered User hereby consents to, and agrees not to contest, any judgment enforcing FL Technics' rights of termination hereunder.

7. RESPONSIBILITIES

7.1. **FL Technics makes the Site available as an internet-based platform providing online EASA-compliant Training Courses, however FL Technics does not warrant, ensure and (or) guarantee that the Training Courses available on the Site do not and shall not have any errors and (or) faults.**

7.2. The Registered User acknowledges and agrees that FL Technics shall not be required to verify (though it has the right to do so), and cannot be held responsible for:

7.2.1. any actions or inactions of the Registered Users related to the Site and (or) Site Services;

7.2.2. any information that Registered Users post on the Site (if and when possible), its accuracy, comprehensiveness and (or) compliance with applicable laws.

7.3. FL Technics hereby confirms and guarantees that the Training Courses available on the Site are compliant to requirements of EASA, however the Registered User agrees and acknowledges that FL Technics shall not be held responsible for the quality and quantity of the Training Courses available on the Site.

8. FEES AND PAYMENTS

8.1. The Registered User acknowledges and confirms that any and all fees and charges, if any, that are payable for the Training Courses shall be paid to FL Technics in advance and are non refundable (regardless of early termination or cancellation of the Registered User's Account for any purpose and (or) reason whatsoever) unless otherwise agreed between you and FL Technics in writing.

8.2. Any fees payable for the respective Training Course are indicated on the Site. However you shall note that FL Technics reserves an unlimited right to change the fees at any time at its sole discretion. Any change, update, or modification shall be deemed effective immediately upon posting on the Site.

8.3. The fees payable for the chosen Site Services shall be paid using one of the following acceptable payments methods:

8.3.1. by Credit card (you shall be informed that in case of processing payment by Credit card provided by our partner MangoPay you automatically accept their terms and conditions uploaded *here*);

8.3.2. by bank transfer;

8.3.3. by PayPal money-transfer system;

8.3.4. by WebMoney money-transfer system (this payment method shall be applicable exclusively to the Russian market).

8.4. For the avoidance of doubts, the parties agree that FL Technics shall not be held liable for the quality of the services provided by the respective service providers as well as all and any losses and

damages incurred by the Users due to actions and (or) inactions of any of the third parties in relation to the aforementioned payments.

8.5. In case of payment by bank transfer, all bank charges and costs (if any) shall be on the account of the User and all payments to FL Technics in connection with the Site Services shall be made without any set off to FL Technics.

8.6. In case of payment by bank transfer, a respective payment shall be made within the term of 14 (fourteen) calendar days after your intention to purchase the particular Training Course in online environment. In this case the respective Training Course shall be deemed purchased after the full payment is received by FL Technics within the abovementioned term. In case the payment is not received on a timely basis FL Technics reserves the right to annul your intended purchase.

8.7. In the event of payment by using other payment methods indicated in the clause 8.3, a respective payment shall be made immediately after your intention to purchase a respective Training Course. As soon as the payment is made, a particular Training Course is purchased automatically.

8.8. The User shall be held responsible for paying all fees in a timely manner with a payment method acceptable to the Site.

8.9. All and any fees shall be made in EUR (euro) unless otherwise agreed between you and FL Technics on case by case basis.

8.10. A respective Training Course may be commenced only after the full payment is received by FL Technics in a timely basis.

8.11. After the purchase is completed properly the invoice may be sent to your e-mail upon your request.

9. REFUND

9.1. Please note that FL Technics has no obligation to provide you with refunds for any of the purchased Training Courses or any other Site Services (if any) except as otherwise described in this Site Usage Policy or agreed in writing between you and FL Technics.

9.2. If you are unable to complete the Training Course due to technical issues, the Training Course is cancelled/removed from the Site or the Training Course is not available for any other reason, you may be given a Training Course coupon for paid amount valid for 1 (one) calendar year from the date of its issue. Please be informed, that FL Technics does not undertake to give such Training Course coupons upon your request, in case FL Technics sees an abuse regarding the issue discussed in this clause above. Moreover in such case FL Technics reserves the right at its sole discretion to remove your Account from the Site.

9.3. In order to receive a Training Course coupon, you shall send the following information to info@147training.com:

9.3.1. Training Course name and its link on the Site;

9.3.2. Email address under which you are registered on the Site;

9.3.3. Invoice and payment confirmation regarding the previous purchased Training Course.

9.4. FL Technics shall put its best efforts to send you the Training Course coupon within 14 (fourteen) calendar days after receipt of your written request, however FL Technics shall not be bound to perform this within such term.

10. CERTIFICATION

10.1. After you complete the entire Training Course and fill the feedback form available on the Site, you are provided with a Certificate of completion. Such Certificate confirms that you successfully passed the approved online Training Course. An issued Certificate may be found in the Site system via the menu options.

10.2. Upon your request the Hard Copy of Certificate may be sent to you under the terms agreed between you and FL Technics on case by case basis.

10.3. In some cases the respective Training Course may be deemed dully completed only if the specific exam is passed. The exam may be passed in online environment, following the instructions submitted on the Site. The Certificate shall be issued within a reasonable period after pass of respective exam.

10.4. If the Registered User requires examination (only if applicable for respective Training Course) to be performed not in online environment, it is possible on case by case basis to order and perform it in approved examination centers, at User's or FL Technics' premises for additional payment. In such case you should contact FL Technics via email indicated hereinabove.

10.5. For the avoidance of doubts, please note that the issued Certificate does not grant you any rights and (or) privileges neither against FL Technics nor any other third party. The Certificate is a document proving the fact of your afforded possibility to have full access to the training material available on the Site,

however the Certificate does not warrant that such training material has actually been accessed or accessed in full, or that you have fully learned or mastered all the training materials provided.

11. RELATIONSHIP WITH FL TECHNICS/NO WARRANTIES

11.1. FL Technics hosts, maintains, manages the Site, provides Users with the necessary infrastructure for the use of the Site, however, the Site and the Site Services are provided under “as is” and “as available” and „with all faults“ basis. No express or implied guarantee, or representation, endorsement or warranty of any type (including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement) is given by FL Technics with respect to the Site, its content and the Site Services, unless mandatory legal requirements applicable to FL Technics and you provide otherwise.

11.2. You acknowledge and agree that your use of this Site, any and all of its content, as well as available Site Services, is at your sole risk.

11.3. This Site Usage Policy or subsequent use of the Site will not be construed as creating or implying any relationship or agreement between you and FL Technics for partnership, except explicitly agreed otherwise.

11.4. If there is any service request or search of services form on the Site, the filling of such form on the Site is for informational purposes only and does not mean the order of such services and (or) acceptance to carry out the order of such services and does not create any relationship or agreement between you and FL Technics. FL Technics undertakes to put its best efforts to respond to such request within the reasonable period of time however FL Technics shall not be obliged to do so. Furthermore, FL Technics reserves the right not to respond to any request unless it is contrary to valid applicable legal requirements. Further relations between you and FL Technics regarding the provision of any services may be discussed in a separate agreement between the parties.

11.5. The Site may contain links to other sites of third parties and FL Technics shall not be responsible for any information posted on such sites as well as any services, provided by such third parties through these sites.

12. PROHIBITED ACTIVITIES ON THE SITE

12.1. You are not allowed and agree not to do any of the following on the Site and (or) when using the Site Services:

12.1.1. post, provide, transmit misleading, false, or inaccurate information about you, Training Courses, service requests or any other content related to you and (or) the Account;

12.1.2. act in bad faith, in breach of applicable legislation or otherwise contradictory to good business practices;

12.1.3. use the Site and (or) Site Services in any manner that could harm FL Technics, any other person, its property or any of its legitimate interests;

12.1.4. take any action that imposes, or may impose, at FL Technics discretion, an unreasonable or disproportionately large load on Site’s infrastructure;

12.1.5. in any way possible copy the training material (i.e. Training Courses) available on the Site;

12.1.6. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by FL Technics in connection with the Site or the Site Services;

12.1.7. in any way use a software:

12.1.7.1. that would disable or impair the Site or any software, firmware, hardware, computer systems or networks in any way;

12.1.7.2. that is usually referred to as “viruses” or “worms” and (or) the purpose of which is to disable, disrupt, harm or otherwise impede in any manner, the Site and (or) operation of the Site or any other software, firmware, hardware, computer system or network;

12.1.7.3. that would allow you or any other person to access the Site to cause disablement or impairment of the Site or any other websites, software of hardware or to transmit information (for example “traps,” “access codes,” or “trap door” devices, or “spyware“, etc.); or

12.1.7.4. that contains any other harmful or malicious procedures, routines or mechanisms, which would cause the Site and (or) or software, firmware, hardware, computer systems or networks to cease functioning or to damage or corrupt content of the Site, software, programs, equipment or communications or otherwise interfere with operations of the Site, FL Technics, Users or any other third party;

12.1.8. distribute spam, unsolicited or bulk electronic communications, chain letters, pyramid schemes or any other content which is usually unwelcome by users of electronic communications;

- 12.1.9. use any software or other automated means to access and gather information in the Site without express written permission from FL Technics;
 - 12.1.10. repeat any action which FL Technics requested to refrain from, whether or not such action is clearly prohibited in the Site Usage Policy;
 - 12.1.11. impersonate or misrepresent your affiliation with any person or entity;
 - 12.1.12. copy, modify or distribute content from the Site without the prior express written permission from FL Technics;
 - 12.1.13. provide any information on behalf of FL Technics, other Users or any third parties without prior written approval of respective person;
 - 12.1.14. use the Site and the Site Services in any way contrary to applicable legal acts, including, but not limited to United Nations resolutions, EU and US legislation on antiterrorism and import, export (re-export) control in as much as these are related to the use of the Site and the Site Services;
 - 12.1.15. breach other terms of the Site Usage Policy and (or) applicable legal acts.
- 12.2. Without limiting other remedies, you agree that a breach of any of the rules indicated above or in any other provision of Site Usage Policy shall entitle FL Technics to issue you with warnings, limit, suspend, or terminate our services (including the Site Services), restrict or prohibit access to, and your activities on the Site and (or) take technical and legal steps to keep you off the Site at any time. You agree that FL Technics shall unilaterally decide on whether you have breached the Site Usage Policy and undertake to accept any decision of FL Technics as legitimate and fair.

12.3.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. FL Technics or, if expressly specified, third parties retain the Intellectual Property Rights to the Site and its contents to a maximum extent possible under the laws applicable to this Site Usage Policy. All according rights are reserved worldwide. **You may not modify, copy, reproduce, republish, upload, post, transmit, sell, create derivative works of, exploit or distribute, in any matter, the Site, the content on the Site, including videos, text, graphics, code, and (or) software, or any other content, unless FL Technics has granted written permission for such action, or if such action is expressly allowed under specific circumstances in this Site Usage Policy.**

13.2. You acknowledge and agree that FL Technics owns all Intellectual Property Rights in and to the Site (including, but not limited to the Site Services and everything related thereto), and that except as expressly set forth in this Site Usage Policy, you shall not acquire any Intellectual Property Rights in and (or) to the Site.

13.3. All trademarks and service marks available on the Site are the property of FL Technics or FL Technics is legally using them. No rights to use of such trademarks and (or) services marks are licensed by the Site Usage Policy.

13.4. The contents of the Site may be quoted under condition that prior written consent of FL Technics is received and the source of content is properly indicated.

14. AMENDMENTS OF THE SITE USAGE POLICY AND SITE SERVICES

14.1. FL Technics reserves the right to revise (including to modify, amend, supplement, cancel, annul) the Site Usage Policy or any part thereof and any linked information from time to time at its sole discretion without prior notice to you, however, FL Technics shall announce amendments of the Site Usage Policy publishing it on the Site. Revised Site Usage Policy, or any part thereof, shall be deemed effective and applicable from the moment it is published on the Site, except when such amendments provide otherwise.

14.2. FL Technics shall not be held responsible for any damages or adverse effects incurred by you or any third parties due to unawareness of any amendments of the Site Usage Policy. Therefore, FL Technics encourages you to check for any amendments of the Site Usage Policy periodically. If after any amendment of the Site Usage Policy or any part thereof you do not agree with respective changes, you are free to request termination of the usage of the Site.

14.3. Reference to the Site Usage Policy or any document comprising the Site Usage Policy means a reference to a then valid edition of the Site Usage Policy or any document comprising the Site Usage Policy, unless clearly stated otherwise.

15. NOTICES AND COMMUNICATIONS

15.1. Unless you otherwise indicate in writing or otherwise is stated in particular document comprising the Site Usage Policy, FL Technics will communicate with you by email or phone call. You consent to receive communications from us electronically and you agree that these electronic communications are safe and satisfy any legal requirement as communications in writing. You will be considered to have

received a communication immediately when FL Technics sends it to the email address you have provided on the Site.

15.2. All notices to FL Technics intended to have a legal effect to this Site Usage Policy shall be in writing and delivered either in person or by a means evidenced by a delivery receipt, as follows: info@147training.com; address: UAB "FL Technics", Rodunios road 2, LT-02189 Vilnius, Lithuania. Such notices to FL Technics shall be deemed effective upon receipt.

16. LIABILITY

16.1. If you breach obligations under this Site Usage Policy, Cookies Policy, Privacy Policy or any other document of the Site Usage Policy (if any), you will be obliged to compensate FL Technics or other third party the damages suffered and reimburse all and any losses, expenses and costs incurred by FL Technics or third party due to such breach. Compensation of damages and reimbursement of losses does not exempt you from the further fulfillment of the obligations undertaken by this Site Usage Policy or any other document of the Site Usage Policy.

16.2. In no event shall FL Technics be liable under this Site Usage Policy or other document of the Site Usage Policy to you or third party in any form of liability, for:

16.2.1. any indirect or incidental damages that may be incurred;

16.2.2. any loss of income, loss of business opportunities or loss of goodwill, business or profits (whether direct or indirect) that may be incurred;

16.2.3. any claim, damage, or loss which may be incurred by as a result of any your agreement with other Users.

16.3. If applicable mandatory provisions of laws provide otherwise, some or all of these limitations and exclusions indicated in this section may not be applied.

16.4. You agree to release FL Technics and (or) its partners, agents, affiliates, licensors, sponsors, advertisers from any liability and indemnify them from and against any and all losses, costs, expenses, damages incurred by them and arising from or related to any cause of action, claim, suit, law or other proceeding, demand and (or) action brought by a third party against them:

16.4.1. in connection with your use of the services available on the Site; and (or)

16.4.2. resulting from:

16.4.2.1. your use of the Site;

16.4.2.2. your decision to supply personal financial information on the Site;

16.4.2.3. your breach of any provision of this Site Usage Policy, Cookies Policy, Privacy Policy;

16.4.2.4. any liability arising from the tax treatment of payment or any portion thereof;

16.4.2.5. any kind of data loss;

16.4.2.6. your business interruption.

16.5. The Users confirm its understanding and consent that FL Technics only provides the Users with the access to the Training Courses. For the avoidance of doubts, FL Technics does not guarantee and warrant that the Users taking the Training Courses available on the Site will achieve any particular proficiency and specific knowledge to qualify for any license, certificate or rating issued by any regulatory body or governmental authority. Additionally FL Technics shall not be held responsible for the competences and (or) qualifications of the Users who took the Training Courses.

16.6. All and any liability of FL Technics against the User and (or) any other third party arising out of or in connection with using the Site shall be limited to the amount which a particular User has paid to FL Technics for use of the Site as well as the Site Services within 3 (three) calendar months prior to the event giving rise to liability of FL Technics occurred. Such liability limitation is deemed to be essential and in case of its absence the Users would not be provided with the Site Services and/or the price of the Site Services would be much higher.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

17.1. If mandatory provisions of the law of the Republic of Lithuania, including mandatory provisions of the European Union law, do not require otherwise, the Site Usage Policy and legal relations arising out of or in connection with this Site Usage Policy (including matters concerning the conclusion, validity, invalidity, performance, termination of and rescission) shall be governed by and interpreted under the law of the Republic of Lithuania.

17.2. All and any disputes, controversies and claims arising out of or relating to the Site Usage Policy, their breach, termination, rescission or validity shall be resolved according to the order established in laws of the Republic of Lithuania at the courts of the Republic of Lithuania at place of registered office of FL Technics.

18. MISCELLANEOUS

18.1. FL Technics does not guarantee the accuracy, completeness or relevancy of the information made available on this Site, except the accuracy, completeness or relevancy of such information and to the extent, which is required by the applicable laws of the Republic of Lithuania. The material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this Site is at your own risk.

18.2. You acknowledge and agree that you are advised to safeguard important data, to use caution and to not rely in any way on the correct functioning or performance of the Site Services.

18.3. If any provision of a document the Site Usage Policy is contrary to the requirements of the laws or upon their amendment becomes contrary, or is invalid due to other reasons, it shall not affect validity of other provisions of the relevant document of the Site Usage Policy. In such case it will be immediately substituted by FL Technics with a legally effective provision, which in its merits should correspond to purpose of the invalid provision of the relevant document of the Site Usage Policy.

18.4. Regardless of the reasons of termination of the Account as well as the termination of any relationship between FL Technics and you and withdrawal of any portion of Site Services shall not affect the validity of terms and conditions of the Site Usage Policy, Privacy Policy and Cookies Policy regulating the Intellectual Property Rights, confidentiality, liability, applicable law and dispute resolution as well as the validity of other conditions thereof, if such conditions according to their essence shall be applicable thereafter.

18.5. You shall not be entitled to assign (transfer) the Site Usage Policy and (or) your rights and obligations arising out of or in connection to it without prior written and explicit consent of FL Technics. However, FL Technics shall be entitled to assign (transfer) without your additional consent (this provision shall be deemed as your sufficient consent) any rights and obligations under the Site Usage Policy documents to an entity merging (consolidating) with FL Technics or purchasing substantially all assets or stock of FL Technics. In case of such assignment the terms of the Site Usage Policy will be binding upon assignees. Any of unauthorized assignment shall be null and void and constitute a breach of this Site Usage Policy.

19. CONTACT INFORMATION

If you wish to report a violation of the Site Usage Policy, have any question or need assistance regarding the Site Usage Policy, please contact FL Technics as follows:

Email: info@147training.com

Phone: +370 5 252 5015