



## Service Agreement

Between AVIATION DATA SERVICES (ADS) – The Provider

And ..... – The Client

1. Aviation Data Services will provide the web based product 'ADS Courseware' for the Client to access for the term of this contract.
2. The term of this contract will be as agreed between ADS and the Client.
3. ADS must give at least 6 months notice to terminate this contract.
4. The fees payable by the Client will be \$2500 Plus GST for each course, and \$20 + GST each time a user is registered on the site for a course.
5. User fees will be invoiced and paid monthly.
6. The course materials, including without limitation, the notes, exams, organization, website layout and other documentation remain the property of the Client.
7. Once users have registered and have been accepted as a student, access to the site will be limited to a maximum of 1 year. If users fail to complete the course within that period of time, the user ID and password may be deactivated and the right to access to the course(s) could be terminated (we *may* be able to extend access on request)
8. After registration is accepted, course fees are non-refundable. To avoid confusion, once a user is enrolled, course fees are payable whether they complete and/or pass the course or not.
9. Course content offered on the Aviation Data Services Courseware site are provided by separate individual training institutions. While every reasonable effort has been made to maintain the currency of the course materials, Aviation Data Services does not represent or warrant that such course materials are complete or exhaustive. In accepting these Terms and Conditions of Use, the Client hereby releases Aviation Data Services Ltd, its directors, officers, shareholders, employees and contractors from any and all liability that may be associated with the course materials and/or errors contained within such course materials.



10. While Aviation Data Services takes every reasonable precaution to ensure that its courses are electronically accessible for your use 24 hours per day, you agree that no representations or warranties are offered to you in this regard. You further agree that Aviation Data Services is not responsible, in any manner, for any loss of data or information that you may incur as a result of your accessing the course materials.

11. Courses may provide links to third-party websites from time to time. This may include links to sites owned by associated companies of Aviation Data Services. Aviation Data Services is not responsible in any way for the content of any third party website or for goods or services provided by the operators of such websites.

12. You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete. Aviation Data Services may refuse to accept registration of a user on a course for any reason in its absolute discretion.

13. As an administrator, you will be assigned a user name and password. As you will be responsible for all activities that occur under your user name and password, you must take care to keep your user name and password confidential. You must notify Aviation Data Services immediately of any unauthorised use of your user name or password or if you believe that your user name or password are no longer confidential.

14. Aviation Data Services will not share personal information with anyone with the exception of current employers. We do not store credit card information on our server, nor do we ask for credit card numbers on our server.

15. This agreement and the resolution of any dispute related to this Agreement or ADS, shall be governed by and construed in accordance with the laws of New Zealand, without giving effect to conflicts of law principles.

Signed

Date

Signed

Date

Aviation Data Services Ltd

Client