

AERO-COMS TERMS OF BUSINESS

Last Updated: February 6, 2022

Online training terms and conditions - TOB

Welcome to Aero-coms (“Aero-coms,” “we,” “us,” or “our”)

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE PLATFORM.

1. DEFINITIONS

The following definitions and rules of interpretation apply in this agreement.

Agreement means the agreement between You and Us incorporating these Terms for the provision of the Service.

Liability means the liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities arising from use of the Our service.

Training Duration. The period of time during which a subscription to Our online training is active.

Training Material. Any self-access documents or assessment service provided by Aero-coms (“We”, “Us”, “Our”) and made available to a User, including all associated support provided to the User by Us.

Training Content. Any material supplied to a User by Us in the delivery of Our Services. Trainer or Coach. An individual person appointed by Us to deliver Our Training Sessions to You

Validity Period. The period of time during which a User may book a Session.

Individual User. An individual that purchases one or more of Our Services (“You”, “Your”).

User. Any individual authorised to access Our Services.

Intellectual Property Rights means all patents, database rights, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered), and other similar rights wherever existing in the world, together with the right to apply for protection of the same.

Services. Courses and/or Sessions, and associated Training Content.

Session. An online instructor-led training event provided by Us to one User including all associated Training Content and support provided to the User by Us.

Scheduled Course/Session. Any Service package comprising Training material and one or more Session provided by Us in accordance with a schedule published by Us and made available for purchase by individual Users.

Trainer/Coach - An individual person appointed by Us to deliver Our Training Sessions to You

Subscription Plan Fee. Means a paid-for subscription plan allowing you access to paid-for services.

2. USING OUR SERVICES OVER THE INTERNET

We specify the minimum requirements for equipment, software and Internet connection and procedures for accessing Our Services. Whilst We have made every attempt to make Our Services accessible on all computing devices, there are millions of different computing device configurations and We do not guarantee that Our Services will work perfectly on every computer or device.

3. PRIVACY

Our Privacy Policy explains how We treat personal data and protect User privacy when using Our Services. By using Our Services, the User agrees that We can use such data in accordance with Our [Privacy Policy](#).

Provisions of the Agreement

3.1 - Access to Our website is partially free.

3.2 - An individual User may download and make photocopies of files indicated on our website as being available for this purpose for personal use

3.3 - Our Training Content is assigned to one person, who is identified by the system by means of a unique email address. You must provide Us with Your email address when completing the registration form on Our website.

3.4 - You must not (whether directly or indirectly) syndicate, sell or offer to sell any part of Our website or any content, files or data from Our website, whether publicly available or not.

3.5 - You should be aware that content and applications may be removed from Our website with or without notice at any time and reliance on the continued availability is at Your own risk.

3.6 - Some of Our content is made available as part of a paid-for Subscription Service. You are not permitted to deliberately attempt to access that content without paying the applicable Subscription Plan fee.

4. PAYMENT

We accept payment by credit card via our website or by bank transfer. All payments shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any bank or governmental, fiscal or other authority save as required by law. If You are compelled to make any such deduction, You will pay to Us such additional amounts as are necessary to ensure Our receipt of the full amount which We would have received but for the deduction.

We reserve the right to cancel, postpone or suspend delivery of Services until payment is received in full.

4.1 - By submitting Your Subscription Plan Fee details, You are agreeing that We may process Your subscription and begin Our Scheduled Courses/Sessions. Once We have done so, you will not be able to cancel the order and receive a refund of the Subscription Plan Fee paid.

4.2 - Once Your order has been processed, You are granted access to the Aero-Coms Training platform and system for the length of time corresponding to the Subscription Plan Fee paid – 3 months, 6 months or 12 months.

4.3 - The Subscription Plan is solely for use by You.

4.4 - We reserve the right to monitor usage of the Subscription Plan using Your personal login details and/or website analytics. In the event that unauthorised User/s are accessing Your Subscription Plan using Your personal details then We reserve the right to charge You an amount equal to the charges which would have been payable had each unauthorised User subscribed for the Subscription Plan Fee themselves.

All amounts and fees stated or referred to in this Agreement shall be payable in Euros. Prices for Subscription Plans are inclusive of any applicable VAT.

The prices for Subscription Plans are displayed on Our website
A Subscription Plan Fee may be changed from time to time and will be effective from the date of posting on Our website.
As We are offering non-tangible digital goods, We do not issue refunds after the initial 48 hours after the purchase has been made.
48 hours after the order is placed, no refunds will be offered.

5. PERSONAL LOGIN ACCOUNT

A Personal Login Account will be given to the User to access specific Training Content within Our website www.aero-coms.com. This Personal Login Account is private to the User and Us. It stays private at all times within Our database. These Login details are not to be shared to a third party in any context. If sharing Your Personal Login Account, prior permission from Aero-coms is required.

Only one registration per person is allowed. You must keep your registration information up to date. You must choose a personal email address which gives You frequent access to emails sent to that address, as We may need to be able to contact you. You must keep your password confidential. You warrant that you are authorised to supply this email address to us and that we can send emails to you at this address.

You must not:

- impersonate or try to impersonate another person;
- disclose your password to anyone else;
- allow anyone else use to your account;
- use anyone else's account.

You are responsible for everything done using your account, even if someone else is using Your registration details without Your knowledge. If You think that someone else may have access to, or be using, Your password or account, You must tell us as soon as possible by emailing info@aero-coms.com

6. TRAINING DURATION

On purchasing a training course, We supply You with a subscription for the specified training Duration. The training duration will begin from the date the User has his first online lesson (via zoom) with a member of Aero-coms.

A User who wishes to suspend or extend training Duration should contact info@aero-coms.com. We may extend training Duration at Our discretion. We reserve the right to charge additional fees for suspension or extension of training Duration.

On expiry of the training Duration the User's access to training content and zoom lessons will cease.

7. REFUND POLICY

You are able to ask for refunds within 48 hours after purchase by sending the request to info@aero-coms.com or by using the contact form on our website www.aero-coms.com. After this period of 48 hours, the session is non-refundable.

8. TRAINING SESSIONS

Once a user has started their training Sessions (1st paid meeting between the student and instructor/mentor), fees for that training course are non-refundable.

8.1 If you can not attend a Session, you must advise Us at least 6 hours prior to the start of Your Session. If 6 hours notice is given, We will not deduct it from your allocated number of Sessions.

8.2 If you inform Us less than 6 hours before the start of Your Session, that You need to cancel, We will count that as a cancellation and the session will be deducted from your allocated Sessions.

8.3 A no show is when You do not log on to the pre-arranged Zoom allocated time slot or contact Us by the session has started. If You miss the lesson We will send You a reminder message and wait for You for 15minutes. Those 15 minutes will be deducted form the allocated scheduled time, this is at Our discretion.

8.4 If We have scheduled holiday absence or need to take time off, You will be advised as soon as possible. We will then try arrange Your Session for another time. If this is not possible We will try and offer a substitute Trainer/Coach

8.5 We commit to providing quality language classes for the length of time that has been agreed. If one of Our Trainer/Coaches arrive late to a Session and You cannot complete the full time of the Session, You will have the opportunity to complete these extra minutes at the end or start of the next Session

8.6 If there are connection problems which make it difficult to carry out a Session, You and the Trainer/Coach should look for solutions to this problem such as:

- getting as close as possible to the WiFi router
- connecting via cable rather than the wireless connection,
- trying a connection using 4G or 5G rather than an internet connection to a fixed landline
- using audio only, switching off the video,
- switching to another videoconference platform such as WhatsApp

9. OUR LIABILITY

The information contained on Our website is for information purposes only and does not constitute advice. You should check any information on Our website and use Your own judgment before doing or not doing anything on the basis of what You see. Except for liability for fraudulent misrepresentation or deliberate breach of the Terms by Us, We are not liable for:

- any action You may take as a result of relying on any information provided on our Website or for any loss or damage suffered by You as a result of You taking this action;
- any dealings You have with third parties (e.g. other users, advertisers or promoters) that take place using or facilitated by Our website;
- any liability for losses which are not a foreseeable or likely consequence of (a) Your use of Our website, or (b) a breach of these Terms;
- any business loss connected with Your trade, business or profession.

We are not responsible if You cannot access the Website properly or at all or if some of its features are unavailable to You because of any event outside Our control, for example (without limitation) the performance of Your or Our ISP, Your browser or the internet or limitations in the capability of your accessing device.

We have no liability to You for any loss or inconvenience suffered from the unavailability or withdrawal of Course Training Material and/or applications from Our website. We may withdraw content and/or applications from Our Website at any time at Our discretion, with or without notice to Our users.

The website relies in part on software to work. Software has bugs. Whilst we will monitor Our website and try to fix bugs, we cannot guarantee that Our website or any individual feature of the website will be error free, available all the time and/or free from viruses. No payment or refund will be given to You for any downtime in respect of the Service or for Your inability to access the Service due to technical problems beyond our control.

10. COMPLAINTS

If You feel You have a reason for complaint, You should inform Us as soon as possible. We will then respond to all reasonable complaints and We will do all We can to resolve any problems. We will not be able to respond to complaints made after Our Services have been delivered, unless You notified Us of this complaint during delivery of the Services and You gave Us reasonable opportunity to respond to this complaint at that time.

11. INTELLECTUAL PROPERTY RIGHTS

Our website and its content are protected by copyright, database rights, trademarks and other Intellectual Property Rights. All Intellectual Property rights in Our Service, Our website and its content is owned by Us and no right to use or licence of any of those Intellectual Property Rights is granted.

12. GUARANTEES

Our Service is provided in its current form and We do not guarantee that the Service, or any element of the Service, will meet Your particular requirements, purpose and/or expectations. We do not provide any warranty in respect of the Service, results, availability, and/or uninterrupted use of the Service due to any problem or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or traffic congestion on the internet or our website.

13. AMENDMENTS OF OUR TERMS

We reserve the right to change these Terms from time to time for any reason by posting of the updated Terms to Our Website with indication of the modification date at the top of this page. Please check this page to ensure that You are happy with any changes.

14. CONTACT DETAILS

If You have any questions regarding Our Terms and Conditions, please do not hesitate to contact Us at info@aero-coms.com

French law governs this Agreement and the parties submit to the non-exclusive jurisdiction of the French courts.