

## Educational Services

### Terms and Condition

The following Terms and Conditions for Educational Services govern how you may access and use the Educational Services. These Terms and Conditions for Educational Services are a binding contract between you (the “**Client**”) and BriskSky – Aceg BV, 1853 Grimbergen, Belgium, BE 0847.829.290 (herein after referred to as “**BriskSky Academy**”).

By subscribing online or otherwise in writing, accessing, using or attending the Educational Services the Clients agrees that it a) has read, understood and b) to be bound by these Terms and Conditions. If the Client uses the Educational Service on behalf of a company or other legal entity, then the Client represents that it has the authority to bind such company or other legal entity to these Terms and Conditions. If the Client does not have such authority or if the Client does not agree with these Terms and Conditions, the Client must not access the Services.

#### 1. Definitions

**Agreement** means these Terms and Conditions, as amended or extended from time to time by BriskSky Academy and all other specific terms and conditions, schedules, appendixes and related information and documentations provided by BriskSky Academy to Client on its Website or otherwise in writing when purchasing the Educational Services.

**Party** means the BriskSky Academy or Client.

**Parties** means the BriskSky Academy and Client jointly together.

**Course Material** means presentations, handouts, course book, Software, documents, content, videos, access to respective platforms and other content provided in lessons or online or for download.

**Confidential Information** means any written, oral or visual information of a non-public, confidential or proprietary nature, disclosed by BriskSky Academy to the Client whether of commercial, financial or technical nature, customer-, BriskSky Academy-, product- or production-related or otherwise, including, but not limited to, Course Material and other information relating to the Educational Services, all commercial, scientific and technical matters, inventions and trade secrets, Intellectual Property Rights and any patentable technical or other information which is not in the public domain including information comprising or relating to concepts, discoveries, data, designs, formulas, ideas, reports and data analyses, patent applications, process designs, process models, materials and ideas

**Course Module** shall mean a specific course as defined and developed by BriskSky Academy in line with required standards for a specific purpose, industry, type of drone license or type of customers.

**Educational Services** means any educational service offering agreed by the Parties pursuant to this Agreement as provided by BriskSky Academy to the Client with regards to the use of drones, including but not limited to, theoretical and practical training, education, skill workshops, specializations, presence classes, online course, webinars, events and related Equipment, Software and Course Material as defined for each Course Module.

**Equipment** means all hardware, drones, payload, accessory or any other equipment that is provided and used by BriskSky Academy for the purpose to demonstrate or teach the Client the required skills.

**Fees** means the price the Client has to pay to BriskSky Academy for the performance of the Educational Services as defined on the Website, in particular at [www.brisksky.com/academy](http://www.brisksky.com/academy) and related subpages.

**Instructor** means the person and teacher who provide the Educational Services.

**Intellectual Property Rights** means any and all existing and future, registered or unregistered, intellectual property and proprietary rights, including but not limited to moral rights, works of authorship, copyrights, patents, utility models, all rights of whatsoever nature in computer software and data, database rights, digital data, trade and service marks, trade names, service and product names, rights in logos and get-up, inventions and discoveries, Confidential Information, model & design rights, as well as know-how and trade secret rights, records, documents, papers and all intangible rights, privileges, any other works and applications and all forms of protection of a similar nature or allied to any of the foregoing, in every case in any part of the world, and including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world. Intellectual Property Rights shall contain any enhancements, customization, modifications, derivative work and new inventions, developments, improvements or updates and upgrades thereof, of any kind.

**Software** shall mean, programs, platforms, routines, application programming interfaces, websites, symbolic languages and other operating information in the form of object or source code that control the functioning of hardware or other software and direct its operation, including but not limited to the Website, tools and documentation or management console of BriskSky Academy or Third Parties.

**Taxes** means any value-added tax (VAT), sales tax, income tax, consumption tax or any other similar applicable tax, duty, fee, levy or other governmental charge, customs duties and other levies.

**Term** means the period of during with the Education Services are provided by BriskSky Academy in accordance with this Agreement.

**Third Party** means any natural person or legal entity who are a) not BriskSky Academy or the Client and their affiliates, and b) who are not part or subject to the transactions and terms and conditions under this Agreement.

**Third Party Services** means services of Third Parties that BriskSky Academy engages and which are compatible with or add-on to the Educational Services and shall improve the offer of BriskSky Academy. The Third Party Services may include offerings of other educational centers, insurance providers, hardware BriskSky Academy or manufacturer, leasing companies, aviation companies or Third Party Software.

**Website** means <http://www.brisksky.com>, including [www.brisksky.com/academy](http://www.brisksky.com/academy) and all related domains and subdomains needed for the provision of the Educational Services.

## **2. Educational Services**

### **2.1. Scope**

BriskSky Academy offers Educational Services as defined by BriskSky Academy on its Website, in particular [www.brisksky.com/academy](http://www.brisksky.com/academy) for which the Client has registered at the Website or otherwise.

For each Course Module, BriskSky Academy will for example determine the scope, content, price, amount of teaching hours and Course Material or Equipment that is been used by Instructors, to the extent available.

After completion of the registration process, BriskSky Academy will provide the Client with a confirmation of registration and other practical information regarding the chosen Course Module.

A Course Module may consist of a theoretical part and a practical part. If advertised by BriskSky Academy Certain Course Modules may also be taken online or remotely either via the system of BriskSky Academy or third-party applications.

Depending on the case, training modules can consist of a theoretical part provided as a group lessons and/or a practical part which is usually in a limited group in order to guarantee good quality and interaction between the Instructor and the Client. Certain Course Modules, where advertised, may also be taken online or remotely or can be broadcasted live with video call applications. Course Modules may also be pre-recorded for streaming or download.

BriskSky Academy shall provide its Education Services in line with applicable laws and market standards.

### **2.2. Course Material**

Subject to the Course Module chosen by Client, BriskSky Academy will provide the respective Course Material that is needed in order to gain sufficient knowledge to the Client.

### **2.3. Instructors**

BriskSky Academy will engage and provide competent and licenced Instructors.

### **2.4. Equipment**

BriskSky Academy will also provide for Equipment that is been used for demonstration, exercises and in exams. BriskSky Academy shall make sure that the Equipment is covered by an insurance as required by law.

### **2.5. Dates, Timing and Location**

Theoretical and practical lessons of the Course Module will take place on the date, times and location as indicated and/or shown in the confirmation email, or as otherwise provided to Client by BriskSky Academy prior the start of a specific Course Module.

BriskSky Academy provides also for various locations for the execution of the Course Modules. A theoretical or practical presence class will only be executed on one specified location at a time. BriskSky Academy will inform the Client of the location either on its Website, email or otherwise during the Course Modules.

BriskSky Academy has locations in Leuven, Brussels, Antwerp and Duffel and Ghent.

BriskSky Academy may determine that a minimum amount of registration for a specific Course Module is required. If the minimum required number of registrations for a Course Module is not achieved, BriskSky Academy may decide at its discretion to continue the Course Module at another time or location. Alternatively, BriskSky Academy may also cancel the registration to Course Module. In case of a change or cancellation BriskSky Academy shall inform the Client in advance via email or otherwise.

Online Course Material or pre-recorded Course Module may be accessed at any time subject to a full payment of the applicable Fees, unless otherwise agreed by the Parties.

**2.6. Practical Lessons**

BriskSky Academy will provide the practical lessons of a Course Module in a limited group of participants.

The dates and times of the practical lessons are communicated, scheduled and agreed with the Client on a case-by-case basis. Practical lessons for flying a drone in the open air are only given in those flight zones where training flights are allowed. The availability of such specific flight zones is restricted due to the official rules (Notams, etc.) of the local airspace. Client agrees to cooperate in scheduling such practical lessons to find suitable date.

All practical lessons must be offered and completed within a period of six (6) months after completion of the theoretical lessons. If the Client does not complete all practical lessons within such period, Client may ask for a two (2) months extension of time in writing. After expiration of such extension period, BriskSky Academy does not need to provide for an alternative data for the completion of the practical lessons of the Course Module.

**2.7. Online Services**

BriskSky Academy will provide for access to BriskSky branded or Third-Party branded Software that the Client may use in connection with the Educational Services, such as the MS Teams Student Channel, BriskSky Exam Data Base, the BriskSky Pilot Platform or the BriskSky Market and other services provided by BriskSky Academy on its Website.

FOR SUCH PURPOSE, CLIENT AGREES TO BE SUBJECT TO THE APPLICABLE SOFTWARE TERMS AND CONDITIONS OF THE THIRD PARTY AND ALL OTHER TERMS AND CONDITIONS AS PROVIDED ON [WWW.BRISKSKY.COM/TERMS](http://WWW.BRISKSKY.COM/TERMS) WHICH SHALL BE INCORPORATED HERewith BY REFERENCE.

**2.8. Exams**

BriskSky Academy shall provide the Course Modules to Client with the knowledge and Course Material needed in order to prepare the Client for the participation in the exams.

As preparation for the theoretical examinations, BriskSky Academy will provide guidance or trial exams in form of an exam questions database, which access may be subject to additional charges, if it is not sold to Client as part of the Course Module. For the practical examination, BriskSky Academy will provide for appropriate location.

BriskSky Academy will also provide for feedback and an estimation if the Client has gained sufficient knowledge and skills or if more training is needed in order to participate in the exams.

For Course Modules that require the Client to take an examination, may either be provided by BriskSky Academy or by a Third Party, such as a partner of BriskSky Academy or official authorities. In case the Third Party takes the examination the rules or term and conditions of the Third Party apply between the Client and the Third Party directly. In case, a) of the absence of such terms, or b) BriskSky Academy takes the examination itself, then BriskSky Academy refers to the "Algemene Examenreglement" as published on its Website, which will apply to the Client when taking the exams.

**3. Fees**

3.1. The Fees for the Course Modules are stated at the Website and/or are communicated by the BriskSky Academy to the Client during the registration process in writing. Subject to Client's subscription, the Client shall pay to BriskSky Academy all such applicable Fees.

3.2. BriskSky Academy may provide for discounts or promotions subject to the conditions as defined on the Website which may be changed by BriskSky Academy at any time.

3.3. Such discounts are also provided with bundled packages. Bundled packages may be provided as a combined offering from BriskSky Academy and the Third Party, where BriskSky Academy acts only as an intermediate or referral. In such a case, if a Course Module is provided as bundled package, the discounted prices for the Course Module is contingent to purchasing the entire package including offered Third Party Service from the Third Party. In case, the Client chooses to purchase a discounted bundled package but does thereafter not engage in a purchase with the Third Party Service offering as part of the bundled package offering, the discount for the Educational Services forming part of the purchased bundled package will automatically be void and the higher standard price as provided by BriskSky Academy on its Website or otherwise will apply without the discount that was applied to the initial bundled package.

- 3.4. All pays or payable Fees are not refundable, unless otherwise explicitly agreed or determined in the Agreement. As soon as the Client completes the registration and subscription process via the Website or otherwise in writing, an irrevocable payment obligation with regards to the Fees arises, either via credit card or even if BriskSky Academy provides for the possibility to choose a deferred payment method such as for example bank transfer or payment via the “KMO portefeuille”, to the extent it applies.
- 3.5. If a Course Module is purchase by Client subject to a partial advanced payment during the registration process, Client remains obliged to pay the full price within the period as defined for the Course Module or as otherwise agreed by the Parties.
- 3.6. Each Party shall comply with its obligations under applicable tax laws. Unless otherwise explicitly mentioned, all such Fees are VAT exclusive. The Client may provide BriskSky Academy with a valid tax exemption certificate authorized by the appropriate taxing authority. Any applicable Taxes will appear as separate items on the invoice. If mandatory Applicable Law requires the Client to withhold any Taxes on payments under this Agreement, the gross amount of the payable Fees by Client shall be adjusted upwards with the amount of the withholding Taxes. Client shall notify BriskSky Academy in writing and in advance of any withholding Tax.

#### **4. Payment and Invoicing**

- 4.1. For all payments under the Agreement the Client must use valid payment information and promptly notify BriskSky Academy of any changes which may affect due payments.
- 4.2. Unless otherwise agreed between the Parties, all payments become immediately due after completion of the registration process prior access and use of the Education Services.
- 4.3. Per default Client shall pay with credit card on the Website. Wire transfer shall only be allowed for all payable amounts under this Agreement that were not paid by credit card, yet.
- 4.4. In case of credit card transaction, the applicable Fee becomes immediately due. In case, of wire transfer, invoices must be paid not later than five (5) business days after receipt of a valid invoice from BriskSky Academy, unless otherwise mentioned on the invoice, but in any case, prior to the beginning of the Course Module and/or access to the Course Material.
- 4.5. For some specific offerings or on a case-by case bases, such as bigger bundles, BriskSky Academy may agree with the Client to accept partial payment, payment in arrears, advanced payment or a combination thereof. Such offerings may be defined on the Website or shall be otherwise agreed by the Parties in writing. In such cases, the Client shall pay the Fee in accordance with the applicable payment milestones.
- 4.6. BriskSky shall provide for each purchase a valid VAT invoice to Client after completion of the registration process or accepted purchase order. The invoices will be sent electronically to Client.
- 4.7. If the invoice is not disputed within five (5) business days after receipt of the invoice the invoice deemed to be accepted. The acceptance of a part of an invoice deems to be the acceptance of the entire invoices.
- 4.8. The Client is not allowed to set off against or deduct amounts from any due invoice of BriskSky Academy but must separately issue and prove its potential counter claim against BriskSky Academy.
- 4.9. Notwithstanding the foregoing, in case of a (partial) late payment of an invoice and additional prior written ten (10) days reminder and warning notice by BriskSky Academy: a) any overdue invoiced amount shall be subject to an interest of ten (10) percent per month and extra-legal recovery expenses and legal costs caused by the late payment; b) any other invoiced amount to the Client shall become immediately due without prior notice by BriskSky Academy; c) BriskSky Academy may immediately suspend the activation of the Service without prior notice until full payment of all amounts due.
- 4.10. Despite the foregoing, in the event of a late payment, the Client shall pay a minimum of EUR 45 by way of fixed compensation for administration and handling of the late payment process, without prejudice to any other remedy at contract and law and the right of BriskSky Academy to prove higher damage.
- 4.11. All payments are always first settled with the late payment interest due, then with the compensation and late payment costs and only then with the amount of the outstanding invoice(s), whereby the oldest outstanding amounts are also settled first, and this irrespective of any digital comment or statement made by the Buyer when processing the bank transactions.

#### **5. Subsidies (KMO portefeuille)**

- 5.1. Some Course Modules may qualify for a subsidy via the KMO Portefeuille which may also be indicated on the Website during the registration process.
- 5.2. Client may opt to benefit from the subsidies, in which case the payment will be made through the KMO Portefeuille.
- 5.3. The rules for the KMO Portefeuille can be found at: <https://www.vlaio.be/nl/subsidies-financiering/kmo-portefeuille>. The Client confirms to be aware of those rules. It is the Client's responsibility to (i) review such terms (ii) ensure that it is eligible for the KMO Portefeuille and (iii) in a timely manner to take all required steps, including depositing its share of the Fee to the KMO Portefeuille and agreeing to pay out to BriskSky Academy. If the Client fails to comply with the necessary formalities of the KMO Portefeuille in time, Client must pay the total of the applicable Fees directly to BriskSky Academy in accordance with this Agreement.
- 5.4. If after the registration to the Course Module it is confirmed that the Client is not eligible to benefit from the KMO Portefeuille then this does not release the Client from its payment obligations towards BriskSky Academy under this Agreement. Until full payment of the Fees, the Client remains obliged to pay the full price of the Course directly to BriskSky Academy.

## **6. Clients Obligation**

- 6.1. The Client shall comply with all policies, guidelines and other conditions provided by BriskSky Academy during, for or in connection with a Course Module, provided that such policies and guidelines are reasonable, lawful and in line with applicable laws. Client shall also follow all reasonable instructions, rules and practical advice provided by the Instructors during the Course Module. This may include safety, health and security requirement.
- 6.2. For all Course Modules Client shall respect on time participation and avoid any delays for other participants.
- 6.3. Client shall also respond to emails of BriskSky Academy in due time and keep itself updated with the organisation and schedule of the relevant Course Module by using the communication channels or groups as provided by BriskSky Academy, including but not limited to MS Teams, email or other public announcement to Website or otherwise in the class rooms.
- 6.4. During the Course Modules, Client shall not be under the influence of drugs, alcohol or medication with side effects which may affect Client's skills to follow the Course Module safely.
- 6.5. Client agrees that it will not: (a) copy, rent, lease, sell, transfer distribute, disclose any part of the Educational Service; (b) use the Educational Service for any illegal purpose or in violation of any law, regulation or contractual obligation; (c) bypass user authentication or try to gain unauthorized access to the Educational Service; (d) share passwords or authentication credentials for the Educational Service with another person or legal entity; (e) transmit viruses, worms or other software agents through the Educational Service; (f) use the Educational Service in a such a way that it impacts the stability of BriskSky Academy's servers or the operation or performance of the Educational Service.
- 6.6. Client shall also respect and keep in good order the Equipment, the classrooms or any other Course Material provided by BriskSky Academy. Client shall not create any danger to other participants or their property and the property of BriskSky Academy or Third Parties in connection with its participation to a Course Module.
- 6.7. In case of an accident, Client shall inform BriskSky Academy as represented by the Instructor and take all measures to mitigate any damage. If the accident and the resulting damage was caused by the Client due to its fault, careless behaviour or by not following the reasonable instructions of the Instructor or non-compliance with applicable laws, Client shall be liable for the resulting damages.
- 6.8. In case of online Course Modules with live streaming, Client shall a) ensure all functional and technical requirements necessary for such live streaming b) keep its camera and audio switched on in order for BriskSky Academy to provide high quality presentation and interaction with the Client and amongst other course participants.
- 6.9. BriskSky Academy will proceed with frequent quality controls of its Educational Services, which may also include mandatory independent third-party audits as required by applicable laws. For this reason, during and/or after each Course Module, evaluation sheets are provided by the Instructor or BriskSky Academy for interim or final evaluation of the lesson by Client. In order to help improving the quality of Educational Services provided by the BriskSky Academy, the Client agrees to fill in thoroughly and sign the evaluation sheets which shall also serve as a proof for the attending and completing the Course Module.
- 6.10. Any non-compliance with this section shall be considered a material breach and BriskSky Academy may, without any liability to Client, deny access to or continuation of the Course Module with the Client without the obligation of BriskSky Academy to provide an alternative replacement date. BriskSky Academy reserves any other rights to claim damages from Client.

## **7. Third Party Services**

- 7.1. General

BriskSky Academy may use and offer to the Client the provision of Third Party Services in connection with the Agreement.

However, the use of Third-Party Services is governed solely by the terms and conditions of the Third-Party provider, which apply directly to the Client and prevail over this Agreement.

The Client acknowledges that its breach of such terms and conditions shall also be deemed a breach of this Agreement.

A separate agreement between the Client and the Third Party will be established. Unless otherwise stated explicitly, BriskSky Academy is only acting as an intermediary and is not deemed to be a reseller or distributor or agent of such Third Party. BriskSky Academy assumes no responsibility for the Third-Party Services and shall have no liability for, and the Client is not relieved of any obligations under the Agreement or entitled to any refund, credit, or other compensation due to any unavailability or defect of the Third-Party Services or any change in the ability of Client to interoperate with the Third-Party Services.

Client agrees that from time to time, Client's access and use of certain Third Party Services which form part of the Educational Services, may result in those Third Party Services gaining access to certain parts of Client's account information as provided by Client for the provision of Educational Services under the Agreement.

## 7.2. Partnership

BriskSky Academy is engaging in partnerships with Third Party providers in order to enhance the quality and scope of the Educational Services with compatible Third Party Services, which may include BriskSky Academy's of hardware, software, insurance, leasing or other educational centers. This may also be done with the bundled packages.

In case BriskSky Academy charges Client also for such Third-Party Services, such payment shall per default not be considered to be sales between BriskSky Academy and the Client, but a transaction between the Third Party and Client. BriskSky and Third Party will make sure that Client received all contractual terms and conditions that apply between the Third Party and the Client. Third Party will also provide for the respective invoice. Client agrees that for such purposes BriskSky Academy may use and forward all information and personal details needed to the Third Party in order to complete the transaction between the Third Party and the Client.

## 8. Warranty

ALL EDUCATIONAL SERVICES ARE PROVIDED TO CLIENT "AS IS" AND BRISKSLEY ACADEMY HEREBY DISCLAIMS AND EXCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND SATISFACTORY QUALITY, ACCURACY, COMPLETENESS OR ERROR-FREE OPERATION OF THE EDUCATIONAL SERVICES.

INSOFAR BRISKSLEY ACADEMY CANNOT GUARANTEE THAT ALWAYS THE LATEST TECHNOLOGY IS USE OR THAT ALL COURSE MATERIAL IS COMPLETE AND FULLY IN LINE WITH ALL DEVELOPMENTS OF APPLICABLE LAWS. BRISKSLEY WILL NOT BE HELD LIABLE FOR ANY INCOMPLETE OR INCORRECT COURSE MATERIAL OR COURSE MODULE CONTENT.

BRISKSLEY ACADEMY CAN ALSO NOT GUARANTEE THAT THE CLIENT WILL PASS THE EXAM WITH THE COMPETENT THIRD-PARTY CIVIL AVIATION AUTHORITY OR WITH BRISKSLEY.

## 9. Intellectual Property

9.1. The Client does not have the right to copy or share the pre-recorded online courses with other persons. BriskSky Academy and its BriskSky Academy's exclusively own all rights, title and interests in all worldwide Intellectual Property Rights generated or provided with respect to the Educational Services including its results under the Agreement, either specific to the Client, the Client's customers or in general in connection with the Agreement or arising out of the business relationship between the Parties, either during, before or after the termination of the Agreement, including any modifications, suggestions, enhancement feedbacks or recommendations provided by the Client which shall at all times solely remain or be automatically transferred to BriskSky Academy through assignment, entitlement or otherwise for BriskSky Academy's use. For this purpose, BriskSky Academy shall also have the right to file and prosecute at its own expenses any patent application on the same above, in any country, region or jurisdiction in the world in its own name or on behalf of the Client, as the case may be. All rights not expressly granted to the Client in these Terms and Conditions are reserved by BriskSky Academy.

9.2. Client may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings of BriskSky Academy as provided with the Course Material.

9.3. By submitting suggestions for enhancements or other feedback regarding the Educational Services to BriskSky Academy, Client agrees that BriskSky Academy may at its discretion utilize or share such feedback for any purpose without compensation to Client.

**10. Limitation of Liability**

- 10.1. BRISKSky ACADEMY WILL NOT HAVE ANY LIABILITY TO CLIENT FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY FREE ACCESS TO THE EDUCATIONAL SERVICES.
- 10.2. UNDER NO CIRCUMSTANCE SHALL BRISKSky ACADEMY BE LIABLE TO THE CLIENT OR ANY THIRD PARTY TO THE EXTENT THE CLAIMS, NON-PERFORMANCE, DAMAGES, LIABILITY, OR ERRORS A) ARE DUE TO AN IMPROPER USE, ACT, OMISSION OR FAILURE OF THE CLIENT OR A BREACH OF THE OTHER THE CLIENT'S OBLIGATIONS UNDER THE AGREEMENT; OR B) WERE CAUSED THROUGH CIRCUMSTANCES NOT ATTRIBUTABLE TO BRISKSky ACADEMY.
- 10.3. IN ALL OTHER CASES, THE BISKsky ACADEMY'S TOTAL AGGREGATE LIABILITY TO THE CLIENT OR TO ANY THIRD-PARTY, WHETHER IN CONTRACT (INCLUDING UNDER ANY INDEMNITY OR WARRANTY), IN TORT (INCLUDING NEGLIGENCE) UNDER A WARRANTY, UNDER STATUTE OR OTHERWISE, UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY THE CLIENT IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY.
- 10.4. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, BRISKSky ACADEMY SHALL NOT BE LIABLE VIS-À-VIS THE CLIENT OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER A WARRANTY OR INDEMNITY, UNDER STATUTE OR OTHERWISE, UNDER OR IN CONNECTION WITH THE AGREEMENT FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOST PROFIT, INTERRUPTION OF USE OR BUSINESS, LOST OR CORRUPTED DATA, COSTS OF PROCUREMENT FOR SUBSTITUTION OF PRODUCTS OR SERVICES, THIRD-PARTY SOFTWARE AND CLAIMS, PROVIDED INFORMATION, WASTED MANAGEMENT TIME, LOSS OF USE OF COMPUTER SYSTEMS AND RELATED EQUIPMENT, COMPUTER FAILURE AND MALFUNCTIONS, DOWNTIME COSTS, HOWEVER CAUSED, ARISING OUT OF THE AGREEMENT OR THE TERMINATION THEREOF EVEN IF A) BRISKSky ACADEMY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR B) THE DAMAGES WERE FORESEEABLE.
- 10.5. THE PROVISIONS OF THIS CLAUSE ("LIMITATION OF LIABILITY") SHALL NOT APPLY TO THE EXTENT RESTRICTED OR PREVENTED BY MANDATORY APPLICABLE LAW THAT CANNOT BE AMENDED OR EXCLUDED BY CONTRACTUAL WAIVER, SUCH AS DELIBERATE ACTS AND FRAUD.

**11. Force Majeure**

Except for payment obligations, neither Party shall be held in breach of its obligations hereunder to the extent only that due performance or observance of such obligation is prevented or delayed by any cause beyond reasonable control of such Party ("Force Majeure"), including, but not limited to, war and other hostilities, civil commotion, accident, epidemics and pandemics, trade disputes, strikes or lock-outs, floods, fire, explosion, terror attacks, acts or restraints of government imposition or restrictions of imports or exports or any other cause not within the control of the Party concerned. The Party concerned shall forthwith notify the other Party of the nature and effect of such event and both Parties shall, where the same is practicable, use every reasonable endeavor to minimize such effect and to comply with the respective obligation herein contained as nearly as may be in their original form.

**12. Confidentiality**

- 12.1. The receiving Party agrees to use the Confidential Information only in connection with the Agreement and undertakes that for the duration of the Agreement as well as for five (5) years thereafter, it will keep confidential and will not use for its own purposes nor without the prior written consent of the disclosing Party divulge to any third-party any Confidential Information of the disclosing Party or its activity it has received or obtained in the framework of the Agreement using at least the same degree of care that the receiving Party employs to protect its own Confidential Information, but never less than a reasonable standard. Trade secrets of a Party shall be subject to the confidentiality obligations of this Agreement at all times so long as the trade secrets remain trade secrets under applicable law. The disclosure within its enterprise to another Affiliate of the receiving Party or to its contractors, consultants, investors and insurers with a "need to know" for the purpose of implementing the Agreement does not require the prior written consent of the disclosing Party, provided that any of these third-parties is subject to appropriate confidentiality obligations and may not be a competitor of the disclosing Party. The disclosing Party retains all right, title, and interest to its Confidential Information.
- 12.2. The provisions of this Clause ("Confidentiality") shall not apply to any Confidential Information of the disclosing Party that:
  - a) at the time of disclosure, is generally known to the public through no fault of the receiving Party; or
  - b) at the time of disclosure, has been made available to the receiving Party by a third-party having the lawful rights to do so without breaching any such obligation of non-use or confidentiality; or
  - c) is proven by the receiving Party to have been independently developed by the receiving Party without making use of the Confidential Information of the disclosing Party; or
  - d) the receiving Party is required to disclose in compliance with Applicable Laws, or to comply with governmental regulations. The receiving Party shall provide prior written notice of such disclosure to the disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the degree of such disclosure and affords the disclosing Party as much notice as possible of such disclosure to allow the disclosing Party to do likewise.

- 12.3. If the receiving Party violates or threatens to violate its confidential obligations, the disclosing Party shall be entitled to seek injunctive relief without the need to post bond, in addition to any other available legal or equitable remedies.
- 12.4. Upon termination of the Agreement, each Party shall promptly return any property and delete any remaining Confidential Information of the other Party, unless otherwise agreed in this Agreement or as required by Applicable Laws. Upon written request of the other Party a written certification of the deletion shall be provided.
- 12.5. For the avoidance of doubt, Client shall not spread any negative word about BriskSky Academy, including but not limited to defamation or negative publicity. In case of claims, Client shall address all concerns directly to BriskSky Academy and parties shall find an amicable solution.

### **13. Data Privacy**

- 13.1. BriskSky Academy commits to respect the European Regulation EU 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) as well as the national applicable data privacy laws.
- 13.2. For the purpose of this Agreement, BriskSky Academy and its Affiliates may use and store personal data of the Client such as name, business telephone, address, and email ("Business Contact Information") that the Client has provided to BriskSky Academy when entering in this Agreement.
- 13.3. The Client acknowledge that BriskSky Academy or its Affiliates shall be considered to be a controller of the Business Contact Information that the Client shares with BriskSky Academy for accessing the Educational Services.
- 13.4. BriskSky Academy may use such Business Contact Information to contact the Client for sales and marketing activities and newsletters regarding BriskSky Academy's products and services from time to time or in connection with this Agreement. Client may at any time revoke this consent and unsubscribe from the respective email sent by BriskSky Academy to the Client us the following email: [info@brisksky.com](mailto:info@brisksky.com).
- 13.5. The Client agrees to be aware that BriskSky Academy's services are available globally and that by accessing and using the Educational Services, Client's Business Information may be transferred to any country in which BriskSky Academy does business, operates and/or exists. If Client has any concerns about this, the Client should not agree to these Agreement nor should use the Educational Services.
- 13.6. ADDITIONALLY, TO THE FOREGOING, BRISKSKY ACADEMY'S PRIVACY AS PROVIDED AT BRISKSKY ACADEMY'S WEBSITE [WWW.BRISKSKY.COM/TERMS](http://WWW.BRISKSKY.COM/TERMS) APPLIES TO THIS AGREEMENT.

### **14. Variations and Cancellation**

- 14.1. A registration to a Course Module can be canceled or changed by Client subject to a prior written consent of BriskSky Academy at any time.
- 14.2. BriskSky Academy may cancel or change the content, date, execution or location of a Course Module at any time subject to a prior notification by email to Client. This can be for example, in the event of Force Majeure, or any unforeseen or unavoidable circumstances such as weather and meteorological conditions, site conditions, legal or other restriction from federal, regional or local legislation, case law and instructions or measures of a public or administrative authority, third party permission or in case of technical restrictions, that would cause a risk of damages or hazards, operational or technical problems, illness of an Instructor, or shortcomings with BriskSky Academy's suppliers. During the execution of the Course Modules BriskSky Academy takes safety and health requirements very seriously. In particular with practical lessons, the Course Module can only take place in good weather, meteorological and site conditions. For this reason, the BriskSky Academy presented by the Instructor may decide upon its discretion to cancel and reschedule a practical lesson. In such a case, Parties shall mitigate any delay. BriskSky Academy shall provide first for an alternative or equivalent solution within reasonable time in order to remedy such cancellation or change which the Client may not unreasonably refuse to accept. In case, such alternative solution cannot reasonably be made available by BriskSky Academy, Client's sole recourse is a proportional refund of the prepaid Fees for the unused training hours of the Course Module.
- 14.3. A registration to a Course Module can be canceled or changed by Client, provided Client has informed BriskSky Academy at least six (6) weeks in writing prior to the commencement of the Course Module and Client provides for a due reason for such cancellation that make a participation in the Course Module impossible or unbearable.
- 14.4. The registration for online Course Module cannot be cancelled or revoked anymore starting from the moment the Client will have access to the online Course Material, which means immediately after registration when the login credentials or the download of the Course Material were made available to the Client.
- 14.5. Not later than two (2) weeks prior the commencement of a Course Module, the Client may per email request BriskSky Academy to change the date of its participation to the Course Module to a different available date. Not later than one (1) weeks prior the commencement of the practical part of a Course Module, the Client may per email request BriskSky Academy to change the date of its participation to the Course Module to a different available date. Client's change request for the dates shall be granted by BriskSky Academy provided that another date of an equivalent or the same Course Module is available and such date is not scheduled later than three (3) months.
- 14.6. At any time, but not later that two (2) days prior the commencement of the Course Module, Client may request in writing per email to be replaced by another person, provided however that this person has the foreknowledge and

- skills required to follow the that Course Module, meaning that person has completed the necessary previous Course Modules, if any.
- 14.7. In case of absence due to sickness of Client prior the commencement or during the Course Module, the Client shall provide, not later than the day of the commencement of the Course Module or a training day a medical certificate of illness. BriskSky Academy shall then on a best effort basis organize an alternative date for the Client. In case of a permanent sickness of more than six (6) consecutive months, BriskSky Academy shall proportionally refund those prepaid Fees for unused training hours of the Course Module.
- 14.8.
- 14.9. For the avoidance of doubt, all cancelation and variation request of Client will cause BriskSky Academy to engage own personnel and administrative resources. For this reason, BriskSky Academy reserves the right to request the Client to pay a handling Fee of 50 Euro excluding VAT for each cancelation or change request of Client under this Section.
- 14.10. EXCEPT AS DEFINED UNDER THIS SECTION, EDUCATIONAL SERVICES UNDER THIS AGREEMENT MAY NOT BE CANCELLED, REVOKED OR CHANGED AND CLIENT MUST PAY ALL APPLICABLE FEES AS AGREED BY THE PARTIES.  
IT IS UNDERSTOOD BY THE PARTIES, THAT IT IS IN ANY CASE IMPOSSIBLE TO WITHDRAW, CANCEL OR REVOKE EDUCATIONAL SERVICES AFTER FULL PERFORMANCE BY BRISKSKY ACADEMY.  
MOREOVER, THE STATUTORY RIGHT OF WITHDRAWAL FOR CONSUMERS PROVIDED FOR IN ARTICLES VI.45 TO VI.53 BELGIAN ECONOMIC LAW CODE (CODE DE DROIT ÉCONOMIQUE / WETBOEK VAN ECONOMISCH RECHT), WHICH GOVERN DISTANCE CONTRACTS, INCLUDING THE CONSUMER'S RIGHT OF WITHDRAWAL AND OBLIGATIONS OF SELLERS IN E-COMMERCE SHALL NOT APPLY TO THE EDUCATIONAL SERVICES PROVIDED BY BRIKSSKY ACADEMY. THE CLIENT ACKNOWLEDGES AND EXPRESSLY AGREES THAT IT SHALL NOT HAVE SUCH RIGHT OF WITHDRAWAL.  
DESPITE THE FOREGOING AND FOR THE AVOIDANCE OF DOUBT, THE EDUCATIONAL SERVICES WILL IN MANY CASES RELATE TO THE DELIVERY OF DIGITAL OR ONLINE CONTENT. THE CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT DOES NOT HAVE, IN ANY CASE, A RIGHT TO WITHDRAWAL AS SOON AS THE DIGITAL CONTENT IS MADE AVAILABLE.  
EDUCATIONAL SERVICES CONSISTING OF THEORETICAL OR PRACTICAL TRAINING LESSONS TO CONSUMERS IN THE CONTEXT OF THIS AGREEMENT SHALL PRIMARILY BE REGARDED AS LEISURE SERVICES, WITHIN THE MEANING OF ARTICLE VI.73, 12° OF THE BELGIAN ECONOMIC LAW CODE, FOR WHICH A SPECIFIC DATE OR PERIOD OF PERFORMANCE IS PROVIDED. THE CLIENT ACKNOWLEDGES AND EXPRESSLY AGREES THAT IT SHALL NOT HAVE SUCH A RIGHT OF WITHDRAWAL.
15. **Termination**  
Without prejudice to any other rights to which it may be entitled, either Party may, without penalty or liability, terminate or temporarily suspend this Agreement or the Educational Services, or any part thereof for cause in writing with immediate effect in accordance with applicable law using a signed letter and without court authorization, if the other Party commits any material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within fifteen (15) calendar days of that Party being notified in writing of the breach.
16. **Dispute Resolution**  
At all times, Parties shall endeavor in good faith to resolve any dispute and matter arising out of this Agreement by amicable solutions and good faith negotiations. For such purpose, either Party may upon prior written notice within reasonable time request an extraordinary meeting of Parties' relevant management team members, in order to discuss an amicable resolution.
17. **Applicable Law and Jurisdiction**
- 17.1. The Agreement is governed by and must be construed, interpreted in accordance with the laws of Belgium without given effect to the conflict of law principles thereof. The courts of Leuven have exclusive jurisdiction over any dispute, legal action and proceedings arising out of or related to the Agreement, including its termination, which shall be binding and enforceable upon the Parties worldwide.
- 17.2. United Nations Convention on the International Sale of Goods, and choice of law rules of any jurisdiction will not apply to this Agreement.
- 17.3. In the event of any proceeding or litigation arising out of this Agreement, the prevailing Party shall be entitled to recover from the nonprevailing Party its legal fees, court fees and related costs to the extent and in ratio of its success. Notwithstanding the foregoing, BriskSky Academy may bring legal actions against the Client in the country or city of incorporation, if it deems necessary for the enforceability of the payments by Client under the Agreement.
18. **Miscellaneous**
- 18.1. The Client represents that it is of age and legally competent. If the person who wishes to use the Educational Services, the parents or legal guardian of the minor must register the person and the parents or legal guardian of

- the minor will act as the Client under this Agreement and guarantee proper compliance with the obligations by the minor. In this case, BriskSky Academy does not serve as a guardian of the minor during the Term of this Agreement and shall be without any responsibility to comply with any supervisory or parental obligations.
- 18.2. Client represents that all information provided by it during the registration and the term of this Agreement is provided in good faith with the purpose to be complete and true.
- 18.3. **Purchase Order.** Parties may use a purchase order for the purpose of entering into a specific business transaction with commercial terms as agreed by Parties, in the format as provided by BriskSky Academy, either via document, email, the internet or in any other way and format the Parties may agree. BriskSky Academy shall review the purchase order submitted and duly signed by the Client within due time for acceptance. BriskSky Academy may accept such purchase order through a documented and authorized confirmation without the need of signing it. Without such confirmation, the purchase order is considered to be void, unless otherwise agreed by the Parties. Each purchase order shall be deemed to be a separate agreement between the Parties incorporating these Terms and Conditions. Any other conflicting terms and conditions on such purchase order, not explicitly signed by the Parties, shall be void.
- 18.4. **Personnel.** Either Party is responsible for all activities conducted and compliance by its personnel, employees, agents, subcontractors and Affiliates that they may engage for the performance of its obligations under the Agreement.
- 18.5. **Independent Contractors:** Both Parties are independent contractors under the Agreement. Consequently, nothing in the Agreement is intended or may be construed so as to establish a partnership, employment or joint venture between the Parties and neither Party shall have the authority (actual or apparent) to bind the other Party.
- 18.6. **No Implied Rights.** Other than expressly provided for in the Agreement, nothing in the Agreement grants or shall be construed to grant to any Party any further or implied right or license to any Intellectual Property Right or application therefore which are held by or in the name of the other Party or which are controlled by the other Party, or to any Confidential Information received from the other Party.
- 18.7. **Indemnification** Client agrees to release, defend, at BriskSky Academy's option, indemnify, and hold BriskSky Academy and its affiliates and subsidiaries, and their officers, directors, employees, contractors and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) Client's breach of these Agreement (ii) Client's negligent or improper use or misuse of the Software, (iii) Client's breach of any laws, regulations or third party rights; or (iv) Client's breach of any Payment Service related terms and conditions; or (v) Client's negligence, misconduct or intentional omission in connection with or during the course of Client's use of the Educational Services.
- 18.8. **Marketing.** Unless otherwise agreed by the Parties in the Agreement and solely to identify each other's business relationship, each Party hereby grants the right to the other Party to refer to the Party's name, trademarks and logo in the form in accordance with the Party's trademark guidelines and instruction of the other Party's webpage, in marketing and publicity materials.
- 18.9. **No Business.** During the provision of the Educational Services and for one (1) year after its completion, Client is also not allowed to use BriskSky Academy or its platform directly or indirectly to make marketing for its own business or engage for such commercial purposes with other course participants, or any other partner, Agent, subcontractor or employee of BriskSky Academy without BriskSky Academy's prior written consent.
- 18.10. **Notices.** All notices or other communication required or permitted to be given in writing under the Agreement must be given in the English language by email (confirmed by registered mail or express courier service), to the addresses listed in the Agreement or such other addresses as the Parties may have designated to each other by notice given in accordance with the Agreement. Other notices may be given by electronic mail to the other Party's e-mail address on record with the sending Party. All notices shall be deemed to have been given three days after mailing or posting (if sent by first class mail), upon delivery in the case of registered post, or 12 hours after sending by confirmed facsimile or sent e-mail.
- 18.11. **Assignment.** The registration for an online training is always strictly personal and individual, it cannot be transferred to another person without prior consent of BriskSky Academy. This Agreement and any right or obligation thereunder is binding upon and inure for the benefit of the successors of the Parties but may not be assigned or otherwise transferred in whole or in part to a third person without the prior written consent of the other Party, which shall not unreasonably be withheld. Such prior consent is not required for the assignment to an Affiliate or investors by way of a performance security or in case of a merger or acquisition by a third party who is not a direct competitor from the same industry of the non-assigning Party. Payment of receivables under the Agreement may be assigned for the purpose of debt collection or factoring without prior consent but require a written notification to the other Party.
- 18.12. **Waivers.** No failure or delay by any Party in exercising any right or remedy provided by law or pursuant to the Agreement will impair such right or remedy or be construed as a waiver of it and will not preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any further exercise of it or the exercise of any other remedy.
- 18.13. **Severability.** If any provision of the Agreement or of any of the documents contemplated in it is held to be invalid or unenforceable, then such provision will (so far as it is invalid or unenforceable) have no effect and will be deemed not to be included in the Agreement or the relevant document, but without invalidating any of the remaining provisions of the Agreement or that document. The Parties must then use all reasonable endeavors to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

- 18.14. **Reproduction.** Any reproduction of this Agreement made by reliable means, such as photocopy, PDF, or facsimile, is considered to be an original.
- 18.15. **Third Party Rights.** This Agreement is made for the benefit of the Parties and is not intended to benefit any Third Party or be enforceable by any Third Party
- 18.16. **Entire Agreement.** This Agreement together with any purchase order, represents the Parties' entire understanding relating to the subject matter herein, and supersedes any prior or contemporaneous, conflicting or additional, communications.
- 18.17. **Modification.** Client understands that the drone industry is evolving very fast with respect to applied technology or regulatory requirements. BriskSky Academy may update these Terms and Conditions from time to time without any notice to the Client. The new version will be published by BriskSky Academy which will be valid as from the date when it was published. BriskSky Academy is constantly innovating and refining the Educational Services. Client agrees that the version, form, nature and content of the Educational Services which BriskSky Academy provides may change and/or evolve from time to time without prior notice to the Client. Modification of Course Modules or additional requirement maybe needed in order for the Client to pass an examination or to gain a certificate due to new regulatory requirements or due to a fast changing industry, in which case BriskSky Academy will inform the Client if such additional requirements or training will be subject to additional charges.

18.18. **Contact Information**

**academy@brisksky.com**  
BriskSky Aceg BV  
Ringlaan 39  
1853 Grimbergen  
Belgium  
BE 0847.829.290

Client may use this address for claims in connection with the Educational Services.

**19. Additional Terms and Conditions**

ALL OTHER TERMS AND CONDITIONS AS PUBLISHED BY BRISKSKY BV AT ITS WEBSITE UNDER [WWW.BRISKSKY.COM/TERMS](http://WWW.BRISKSKY.COM/TERMS) SHALL BECOME OF THE AGREEMENT AND SHALL BE INCORPORATED HEREWITH BY REFERENCE, INCLUDING BUT NOT LIMITED TO:

- a) Algemeen Examenreglement
- b) Platform Terms and Conditions
- c) Document Personal Use Terms
- d) Terms of Use
- e) Privacy Terms