

AirDAT Standard Service Agreement / Acceptable Use Policy

In order to help protect our subscribers and ensure that we can continue to maintain & provide the AirDAT site and facilities, we have created this policy to define the acceptable use of our services, the rights and responsibilities of our subscribers as well as the terms of our service.

1. All the services we provide are "as is" and "as available" without any warranties or conditions of any kind. While we strive for perfection and typically maintain 100% service availability, we do not guarantee that our services will be uninterrupted or available at all times. We are also not liable for any harm, damages, expenses, loss of profits or opportunities that are caused through the use or reliance on our services, regardless of cause.
2. The Internet is a public network and as a result we do not guarantee that any communication or use of our services is secure or protected from interception by unauthorised individuals.
3. We are not responsible for the content or storage of your data. While we do have backup systems and can attempt to recover information for you, in no event will we be liable for the loss of any data. We also have the right to delete any of your data after your account has been terminated or as required by law. At all times, the database compiled through the use of the AirDAT system, remains AirDAT's property.
4. Unless you have subscribed to a multiple login account, you may only have one login session per account at any given time. Your account is not transferable and is only to be used by the individual OR business who is registered to use the account. Where a business is the registered account holder, these terms apply to all representatives from that business. All account subscribers are responsible for activity on their account. All chargeable activities on a subscribers account will be invoiced & charged in accordance with the terms agreed.
5. All registered users are responsible for ensuring that they are authorised by their employer to use the services of AirDAT AND / OR THE PARTNERED TRAINING COMPANIES FEATURED ON THE SITE, as all chargeable activities will be invoiced and charged to the relevant companies EITHER DIRECTLY BY AIRDAT OR THE PARTNERED TRAINING COMPANY. Failure to ensure such authorisation is obtained will result in the individual becoming personally liable for the outstanding costs/fees; and an additional fee for the recovery of the debt owed.
6. Any account names or network addresses that are assigned to you are borrowed and remain our property.
7. You will abide by all applicable laws and agree to indemnify and hold us harmless from all liabilities and expenses related to any violation of this agreement. In no case will we be held responsible for the actions or omissions of any subscriber or other individual that accesses our services.
8. You may not attempt to do any of the following:
 - o Access or copy information for which you are not authorised;
 - o Distribute copyrighted material for which you are not authorised;
 - o Transmit data that is unlawful, harassing, abusive or defamatory;
 - o Knowingly transmit a virus, Trojan or other harmful software program;
 - o Hack, attack or otherwise cause damage to any computer networks;
 - o Use our services in any way that would negatively affect our goodwill;
 - o Abuse or violate the privacy of others;
 - o Abuse or fraudulently use the AirDAT system in any way.
9. We take customer privacy seriously and do not track the content entered into the AirDAT system unless required by law. We do however monitor our system to help in the detection of failures or attacks, trouble-shoot problems and determine areas that may need improvement or future expansion. Should any personal information be inadvertently gathered during this routine monitoring it will be considered confidential and fall under the terms and conditions of the section labelled **'Your Privacy & Security'**
10. Payment for services is due as per the terms of your invoice, with invoices normally issued on a monthly basis with 7 day payment terms via BACS or CHAPS into the nominated AirDAT account. Accounts that are more than 14 days past due will be suspended until payment has been received. Once an account is one month past due it will be terminated and subject to reasonable collection fees. Returned cheques and non-sufficient funds for pre-authorized debit are subject to a £25 processing fee. Fees are as agreed between AirDAT and its user(s) and can be adjusted at any time by AirDAT, upon the provision of 1 months notice.
11. Unless terminated, your account will remain open. You may terminate your account at the end of its term by contacting us. We reserve the right to immediately suspend, restrict or terminate services if you breach any terms of this policy, if your account is past due or if your access rights level is altered and we are notified by a governing authority.

12. Upon account termination or upon notice from AirDAT, any rental equipment provided by us (inclusive of laptops, web cameras & microphones) must be returned in complete working order and in a similar state of repair when issued, within 10 business days or a replacement charge will be applied to your account.
13. We reserve the right to modify this agreement upon serving of reasonable notice to you. Your continued use of our services following the notice is your acceptance of such modifications.
14. It is the subscribers' responsibility to ensure that the equipment they intend to utilise is compatible with AirDAT. Any adjustments that have to be made to our systems in light of incompatibility issues will be chargeable. In some cases it is not always possible to overcome incompatibility issues.
15. This document contains the entire agreement, superseding any other agreements or understandings, between you (the subscriber) and us (AirDAT Ltd). Our failure to enforce any provision of this agreement is not a waiver of any right. Should a court decide that any provision in this agreement is unenforceable, that decision does not affect the remaining provisions of the agreement. These terms & conditions shall be governed and construed by English law. The subscriber agrees not to sue AirDAT Ltd other than in the English Courts being the Courts having jurisdiction in the place where the Provider carries on business. The Customer agrees to submit to the jurisdiction of the English Courts but acknowledges that the Provider may bring an action elsewhere where the Customer carries on its business or has assets

Your Privacy and Security

By law, AirDAT Limited is required to inform you that any information provided by you via our site will be held by AirDAT Limited and may be used by AirDAT Limited and/or forwarded to various Airports and any relevant external third party now or in the future in the interests of maintaining security and safety at the airports provided for and in order to determine an applicant's suitability for the issue of appropriate licenses or permits.

1. Introduction

This Privacy Statement will help you understand how we collect, use and protect your personal information when you interact with us. Please take a few moments to read the sections below and learn how we may use your personal information. You acknowledge that by providing information to us, you consent in its processing in accordance with this Privacy Statement.

2. How your information will be used

General

We will use your information for:

- Processing of your test results
- Administering your driver file
- Fraud prevention and detection
- Administering debt recoveries
- Verifying your identity when required
- Undertaking market research
- Keeping you informed about promotions and new developments by email, telephone or post.

Marketing

Airside Data & Training Ltd (AirDAT) will also use your information for marketing purposes:

- Keeping you informed of other products and services from other companies.

If you do not want your personal information to be used this way, please indicate this when registering on the system, or write to the Marketing Department, AirDAT Ltd, 10 Old Church Way, Chartham, Canterbury, Kent, CT4 7TN who will ensure that your information is not used for these purposes.

Disclosure

We may disclose information about you and your driver file(s):

- To companies within the AirDAT Group.
- To registered Airports and their relevant representatives utilising the AirDAT site to ensure security and safety

- In the event that we undergo re-organisation or are sold to a third party, in which case you agree that any personal information we hold about you may be transferred to that re-organised entity or third party
- Where it is necessary to deliver the products and services bought by you. For example, we may disclose your personal information to a credit card company to validate your credit card details and obtain payment. It may also be necessary for us to pass your personal information to the organisation from whom you have ordered any products or services other than your AirDAT product. At all times, AirDAT will remain the Data Controller unless we inform you otherwise
- We may also be obliged to disclose your personal information to meet any legal or regulatory requirements in accordance with the law.

3. Collecting Personal Information

We will collect your personal information when:

- You register your details
- You book/amend/take a test
- You access our database
- You make customer enquiries
- You register for information or other services
- You respond to communications or surveys

The type of personal information we may collect could include:

- Name and address, date of birth and company details
- Telephone numbers and email addresses
- Credit/ debit card details
- We may also collect information defined as "sensitive data" within the Data Protection Act 1998. This includes:
 - Medical history
 - Driver Numbers
 - Criminal convictions
 - Airport ID etc

By accepting your policy with us you agree to our collecting such information. We are unable to offer you the AirDAT product unless you provide explicit consent for the collection and use of such sensitive data as defined in the Act.

We may also monitor or record calls, emails, text messages or other communications in accordance with UK law, and in particular for:

- Business purposes such as quality control and training
- Processing necessary for entering into or performance of a contract
- Prevention of unauthorised use of our telecommunication systems and websites
- Ensuring effective systems operation
- Meeting any legal obligation
- Protecting your vital interests
- Prevention or detection of crime
- For the legitimate interests of the data controller.

Please visit www.dataprotection.gov.uk or www.dti.gov.uk for further information.

All personal information will be held in the strictest confidence and used only for the purposes for which we collect it. If you would like us to remove any personal information from our records, then please write to us at our Customer Services Department, AirDAT, 10 Old Church Way, Chartham, Canterbury, Kent, CT4 7TN. We will make all reasonable efforts to delete your information from our files if it is deemed appropriate.

4. Confidentiality

We will endeavour to treat your personal information as private and confidential. Other than under the terms of this Statement, we will not disclose any of your information to anyone.

We would like to bring to your attention our obligations to disclose information in the following four exceptional cases permitted by law, and the other situations set out below. These are:

- Where we are legally compelled to do so
- Where there is a duty to the public to disclose
- Where disclosure is required to protect our interest
- Where disclosure is made at your request or with your consent.

Also, from time to time we will employ agents and subcontractors to process your personal information on our behalf. The same duty of confidentiality and security will apply to them and all processing will be carried out under our instruction.

If you make a complaint about the service we have provided, we may be obliged to forward details about your complaint, including your personal information, to the relevant ombudsman. You can be assured that they are similarly obliged to adhere to the Data Protection Act and keep your personal information strictly confidential.

In order to prevent and detect fraud we may at any time:

- Share information about you with our companies within the AirDAT Group
- Check your details with fraud prevention agencies and if you give us false or inaccurate information and we suspect fraud, we will record this.

5. Information Security

On our websites we protect any information you have given us by providing you with a User ID and password. Our back up systems also use industry standard secure sockets layer (SSL) 128 bit encryption technology to encrypt sensitive information.

The User ID and password helps us to protect your personal information. You may need a User ID and password to access personal information on our website. You must keep this password safe and must not disclose it to anyone. We will accept no responsibility or liability if a third party obtains and uses your User ID and password. You must tell us immediately if you have lost your User ID or password, or if you believe a third party may have obtained it. Please also tell us if you would like us to change your User ID or password for any reason.

Some organisations have a security feature called a firewall to protect their computer systems. These firewalls may prevent you from connecting to our server. If you are at work and cannot connect to our site, please speak to your IT administrator to learn more.

Please be aware that communications over the Internet, such as emails or webmails, are not secure unless they have been encrypted.

Your communications may route through a number of countries before being delivered – this is the nature of the Internet. We cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

It may be necessary to transfer your personal information to other Group companies or service providers located outside of the European Economic Area. The data protection and other laws of these countries may not be as comprehensive as those in the UK or the EEA – in these instances we will take steps to ensure that your privacy rights are respected.

6. Access to your information

You can write to us at any time to obtain details of the personal information that we may hold about you. Please write to the Data Protection Officer, AirDAT Ltd, 10 Old Church Way, Chartham, Canterbury, Kent, CT4 7TN. Please provide your name, address, airport ID and tell us what information you would like.

We will take all reasonable steps to confirm your identity before providing you with details of any personal information we may hold about you. Please provide two forms of identification such as a copy of a driving licence, passport, or document containing your

signature, and a copy of a recent utility bill that confirms your address.

In accordance with the Data Protection Act 1998, we are entitled to charge £10 to cover the administration costs. Please make cheques payable to "AirDAT Ltd."

7. Privacy Support

We reserve the right to amend or modify this Privacy Statement at any time and in response to changes in applicable law.

The Data Controller is Airside Data & Training Ltd (registered number 5789366). AirDAT is the trading name of Airside Data & Training Ltd. At all times AirDAT will remain the ultimate data controller. In this Privacy Statement "we," "us" and "our" means AirDAT.

If you have any enquiry about our data protection and privacy practices, please write to the Data Protection Officer as above.