



A Boeing Company

Please read and agree to terms and conditions, and policies

## Terms and Conditions, and Policies

### TERMS AND CONDITIONS OF JEPPESEN TRAINING SERVICES

(For Individuals)

The training services offered by Jeppesen GmbH ("Jeppesen") are subject to the terms and conditions (the "Terms and Conditions") contained herein. Please read these Terms and Conditions carefully, as your acceptance of them will be legally binding upon you ("You" or "Your") and Jeppesen respecting the training services for which You are enrolling.

Copyright. You acknowledge that the training programs (including all associated student material and documentation) (collectively, the "Training Programs"), including the original and any copies thereof, in whole or in part, and all trade secrets, copyrights, patent and other intellectual and proprietary rights therein, are and remain the valuable property of Jeppesen or its third party licensors. The Training Programs may not be copied, reproduced, stored in a retrieval system, or retransmitted in whole or in part, in any form or by any means, whether electrical, mechanical, photocopying, recording or otherwise without the prior written permission of Jeppesen.

Restrictions on Use. The Training Programs are provided for Your individual use solely for training purposes. You may not: (a) copy, reproduce, or publish the Training Programs; (b) electronically transfer or distribute the Training Programs to others; (c) modify, adapt, translate, or create derivative works based on the printed, electronic, or written content of the Training Programs; (d) assign, rent, lend, share, or sublease the Training Programs; or (e) sell or transfer the Training Programs.

Payment. Jeppesen will invoice You for all Training Programs ordered. In the event You cancel Your registration for any Training Course, Your fees are subject to the Refund Policy as stated herein.

Removal and Consequences for Disruptive and Inappropriate Behavior. In the event of disruptive and/or inappropriate behavior exhibited by You, Jeppesen reserves the right to remove You from the Training Programs at its sole discretion. Inappropriate or disruptive behavior includes but is not limited to actions that hinder the learning environment, cause disturbance to other participants, pose a safety risk, or otherwise violates any code of conduct, ethics, or policies set forth by Jeppesen. The decision to remove You from the Training Programs shall be final and binding, and You agree that no further recourse or compensation shall be provided.

**DISCLAIMER. YOU UNDERSTAND AND AGREE THAT JEPPESEN'S TRAINING PROGRAMS ARE SUPPLEMENTARY ONLY, AND IN NO WAY REPLACE YOUR OWN OBLIGATION TO BECOME FULLY TRAINED. JEPPESEN ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR FULLY AND COMPLETELY TRAINING YOU, WHICH OBLIGATION RESTS SOLELY WITH YOU. YOU WILL INDEMNIFY JEPPESEN FROM ANY ACTION, SUIT OR PROCEEDING BASED UPON ANY ALLEGATION THAT YOU HAVE NOT BEEN PROPERLY OR ADEQUATELY TRAINED. JEPPESEN MAKES NO GUARANTEE FOR (I) PLACEMENT FOLLOWING TRAINING, (II) CREDIT TRANSFER, (III) ANY CERTIFICATION AND/OR (IV) ANY LICENSE ISSUANCE.**

Export Compliance. You are responsible for complying with any applicable export control restrictions, laws and regulations as may be modified from time to time, imposed by the governments of the U.S. and, if applicable, other countries. You will not attempt to, or knowingly export or re-export the Training Programs or any products using such Training Programs covered under these Terms and Conditions to any country, or national thereof, prohibited from obtaining such data, either directly or indirectly through Your affiliates, licensees or subsidiaries.

Force Majeure. Jeppesen will not be responsible or liable for any failure to perform any Training Program due to unforeseen circumstances or to causes beyond its reasonable control, including but not limited to acts of God, war, riots, embargoes, acts of civil or military authorities, fires, floods, earthquakes, accidents, labor unrest, interruptions in the delivery of required services, failure of communications services, or shortage or failure of other critical materials or services for the duration of any such circumstances or cause.

Complaints. Complaints which cannot be resolved between the student and the instructor or with the Jeppesen training center manager, may be mailed directly to Jeppesen, A Boeing Company, attention: Training Center Manager, 55 Inverness Dr East, Englewood, CO 80112.

Governing Law. These Terms and Conditions are governed by and construed in accordance with the laws of Germany, without regard to conflicts of law principles thereof, regardless of its place of execution or performance. The United Nations Convention on Contracts for the international sale of goods will not apply to these Terms and Conditions.

Photo Consent: You hereby consent to the unrestricted use of photographs of You, whether individual or class photos, taken by Jeppesen or any of its subsidiaries or affiliates during any Training Program for purposes of advertising, promotion, trade or art purposes. You hereby release Jeppesen from any and all liability, claims and/or demands arising out of Jeppesen's use of such photographs. If You do not consent to use of Your photos, please do not participate when Jeppesen is taking photographs, class or otherwise.

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**Please read and respond to the following course acknowledgements and referenced documentation. Please note that Jeppesen requires these acknowledgements before course registration can be completed. Please contact us with any questions you might have us at 303-328-4423 or [jeppesenacademy@boeing.com](mailto:jeppesenacademy@boeing.com).**

- \* I have reviewed and agree to the Jeppesen Training Services Terms and Conditions and Refund Policy.
- \* I understand that regulations require all applicants to be at least 21 years of age before attending training.
- \* I am able to read, write, and understand the English language and speak it without accent or impediment of speech that would interfere with two-way radio conversation.
- \* I have the necessary fund or financing in place to pay for all course and living expenses during the program.
- \* I understand and declare that I am not involved in the provision, manufacture, maintenance and/or use of arms and/or related material of all types, including weapons, ammunition, military vehicles and equipment, paramilitary equipment and/or spare parts. I hereby also declare that I will not provide Jeppesen products or training materials to any third party person or organization. I hereby represent and certify that I and my employer assume all responsibility for export compliance and that the products or training being purchased will not be exported, released, or disclosed to foreign nationals inside or outside of the United States without first complying with export authorization requirements for the ITAR or EAR. I hereby assure that I will inform Jeppesen as soon as there are any changes to the above stated facts.