

AIRTEST PRO LLC
TERMS AND CONDITIONS
(includes Confidentiality Policy)

Last updated: October 22nd, 2024

1. INTRODUCTION

1.1. AirTest Pro LLC, a distinguished provider of online training through distance learning, is registered in the State of Wyoming. These Terms and Conditions govern your enrollment and participation in our study courses as a Flight Training Provider (further referred to as FTP), delivered to your students through various instructional methods. It also covers the Confidentiality Policy of AirTest Pro LLC.

1.2. AirTest Pro LLC assumes no responsibility for the outcome of any actual (official) "Airmen Knowledge Test", as well as entire or any portion of the "Practical Test", "Re-examination" or any other official evaluation of the pilot's knowledge, ability, or skill, including those conducted by (not limited to) the Federal Aviation Administration (FAA), European Union Aviation Safety Agency (EASA) or any other governmental administration, agency, authority, department, or ministry that is in charge of conducting such test, examinations, assessments, and evaluations for any of its customers enrolled in any of the courses offered by AirTest Pro LLC, due to the overall complexity and intricacy of such assessments that extend beyond the level of regular involvement and reasonable ability of AirTest Pro LLC to provide preparation for.

2. METHODS OF INSTRUCTION DELIVERY

2.1. Our courses are delivered through phone consultations with aviation instructors and access to an electronic library of questions in preparation for the written test. The electronic library is accessible through our dedicated application available for MacOS and iOS. Each part of instruction delivery is integral to the course, and enrollment includes the utilization of a combination of all of the components listed above. None of the instructional methods can be enrolled into, or recommended to apply separately.

2.2. Such a combination is designed to support, reinforce, and solidify the existing knowledge of the subject matter that your student possesses. None of the courses, a part of, or any particular content delivery method used by AirTest Pro LLC (including phone consultations) is intended to, and should not take precedence over or substitute the actual flight training and ground training that is provided to the student by his/her FTP or other aviation training facilitator.

3. CONTENT AND INTELLECTUAL RIGHTS

3.1. The application (including design and actual software), as well as certain study materials provided to customers are the intellectual property of AirTest Pro LLC.

3.2. Certain texts and illustrations used within the content, as well as presented for download on the website for public access, were obtained from public sources, including the official publications of the Federal Aviation Administration (FAA). All digital products published by the United States Department of Transport - Federal Aviation Administration (FAA) are in the public domain and are not copyright protected.

3.2.1. Reference:

https://www.faa.gov/air_traffic/flight_info/aeronav/faq/#:~:text=All%20digital%20products%20published%20by.and%20are%20not%20copyright%20protected.

3.3. Students and FTPs are strictly prohibited from copying, reproducing, transmitting, or publishing any part of the content or material of any course provided by AirTest Pro LLC, including the contents of any macOS or iOS application.

3.4. Flight Training Providers will be provided access into our user management platform that would allow them to enroll their respective students for the courses they require.

3.5. Flight Training Providers are not allowed to provide access to AirTest Pro platform to any person or company that is not (all condition must be met):

- Their respective student.
- Actively enrolled in both flight and ground training.
- Recommended to use the platform by their respective flight instructor (through an endorsement issued under Part 61 or Part 141).

3.6. Students and FTPs are not permitted to share their access (e.g. login and password) to any part of the training platform of AirTest Pro LLC with any third-party individuals or companies.

4. FEES

4.1. Fees are charged on the contractual basis and may vary depending on the number of expected accounts within the platform, length of the contract or other special circumstances as outlines in the specific agreement between AirTest Pro LLC and a Flight Training Provider in writing. FTP's students may be offered unlimited instructor time for phone consultations (with advanced booking required), study materials (typically consisting of FAA digital products available in the public domain). Access to the electronic library of questions in preparation for the written test can only be granted by the respective FTP. All of the services listed above are offered as "all-inclusive" and may not be sold, re-sold or distributed separately.

4.2. No Flight Training Provider (FTP) may sell access to any materials offered by AirTest Pro LLC to any person. Access granted to FTP's students shall be complementary only.

4.3. FTP's are billed based on individual terms and conditions specified in their agreements.

4.4. A "Free Trial" may be offered to selected FTPs, for specific courses and on a "case-by-case" basis, at the discretion of AirTest Pro LLC.

4.5. Actual fees are final for the duration of the agreement.

5. FLIGHT TRAINING PROVIDER ENROLLMENT PROCESS

5.1. Enrollment is conducted through a written agreement signed between AirTest Pro LLC and the Flight Training Provider.

6. AIRTEST PRO APPLICATION

6.1. Our electronic library of questions that is available through the "AirTest Pro" application for Windows, MacOS and iOS platforms is an essential part of the course package and not a standalone product.

6.2. No Flight Training Provider shall provide access to the library as a standalone study source without having reviewed given student progress and having received a copy of a written endorsement from student's flight instructor.

6.3. AirTest Pro LLC reserves the right to suspend, terminate and/or nullify any effective agreement with the Flight Training Provider upon discovery of instances involving the act of resale of access to the application.

7. PAYMENTS

7.1. As per particular conditions specified in individual agreement with the Flight Training Provider, payment shall be paid directly to AirTest Pro LLC with the banking credentials specified.

7.2. Repeated payment delays might serve the basis for the suspension or termination of any agreement with a FTP.

10. DATA SECURITY

10.1. AirTest Pro LLC hosts its website, software, study materials, and other contents, including the “AirTest Pro” application on selected protected servers, operated by Digital Ocean.

10.2. AirTest Pro LLC does not store any payment or billing information of its customers, other than particular details required for invoicing (in cases where such payment structure is outlined in the agreement with FTP).

10.3. AirTest Pro LLC securely stores the following personal information of its end-users that has been provided to us by their respective Flight Training Providers: FTP Name or DBA, name and last name of the student, phone number, email address, access password (secured through the use of cryptography), unique device identification (since we only allow one device to be used in a given time (current session) using given login credentials).

10.4. AirTest Pro LLC ensures that the appropriate security measures are taken to protect the data described in 10.3 of this T&C and that such data will not be shared with any third-party individuals or companies.

By enrolling in AirTest Pro LLC courses, you acknowledge and agree to comply with these Terms and Conditions, as well as the Confidentiality Policy. Any questions or concerns can be addressed by contacting us at info@airtestpro.com or by calling (561) 253 48 20.