RailTest®

Aviation Media & IT GmbH

I. Terms and Conditions

II. License Agreement

III. Privacy Statement

as of June 25th 2020

I. Terms and Conditions

1. Application

Each contractual relationship between Aviation Media & IT GmbH (us) and you as a private consumer by the definition of § 13 BGB shall be governed these *Terms and Conditions* and German civil law. We will not recognize provisions that contradict or deviate from these Terms and Conditions unless we expressly approved these provisions in written form.

If the contracting party is of commercial nature by the definition of § 14 BGB the contractual relationship shall be governed by a separate agreement on the terms of the contractual relationship. If no such agreement was concluded these Terms and Conditions shall be applied alternatively.

2. Conclusion of Contract

Your order is received as your offer to us to conclude a (purchase) contract for the goods ordered. The contract is concluded by our confirmation of your order or shipment of the goods ordered.

3. Right of Revocation and Consequences of Revocation

You have the right to revoke the contract within two weeks without giving reasons. The revocation period is 14 days from the day you or a third party with a mandate to accept on your behalf (who is not a carrier) took the goods into possession. If goods ordered in one process are shipped in partial shipments the revocation period is 14 days from the day you or a third party with a mandate to accept on your behalf (who is not a carrier) took the goods of the final shipment into possession.

To comply with the revocation period it suffices to declare or send off the revocation notice in good time (e.g. by letter, email or fax). Notice of revocation shall be addressed to:

Aviation Media & IT GmbH
Mr Andreas Gall (MD)
Akazienweg 3
91083 Baiersdorf
Germany

Fax: +49-9133-605497-1
E-Mail: office{at}railtest.com

You may opt to declare your revocation through our online revocation submission form.

The right of revocation for software products forfeits upon unsealing the software (physically or electronically by installation and activation of the software with your username and password).

In case of a revocation we are obliged to refund all your payments to us including shipment costs (except for costs originating from your choice of a delivery option with higher costs than our cheapest standard shipment) immediately and by the latest within 14 from the day we received your revocation notice. We will refund your payment by the same payment method we received it unless agreed otherwise. We will not charge you any transaction costs for your refund.

We have the right to withhold refund until reception of either the returned goods or return shipment notice, whatever occurs earlier.

In case of revocation you are obliged to ship or return the goods back to us immediately and by the latest within 14 days after declaring your revocation. This period is maintained, if you send the goods of within 14 days after declaring your revocation. You have to cover the costs for the return shipment.

4. Shipping

We will ship the goods to the address you advise us under our current shipment prices and policies. Software download information is provided within 24 hours by email, if your order is accepted.

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Goods ready for dispatch from our stock will be delivered to you within the EC by postal service within seven days after your order, if your order is accepted. If we do not advertise immediate availability of certain goods in the order process, these goods will be delivered to you within the EC by postal service within seven days after the advertised availability.

5. Payments

You may pay the purchase total in advance by bank transfer, SEPA debit, credit card or PayPal®. A payment by cash on delivery is limited to customers with a German shipping address.

Intra-EC bank transfer orders have delivery periods mentioned in nr. 4 start the day you initiate the bank transfer. A SEPA debit payment mandates us to withdraw the total due from your account. If your account is not covered, your bank has not obligation to fullfill payment. SEPA debits do not withdraw partial payments.

6. Reservation of Title and Licenses

All goods remain our property until completely paid for.

RailTest® software products are subject to the provisions of the RailTest® License Agreement. Software products from third party companies distributed by us are subject to their own license terms.

7. Material Defects

Rights and claims of the customer in cases of material defects of goods are subject to the provisions of the governing law.

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II. License Agreement

RailTest® preparation software and apps (THE SOFTWARE) are products of or licensed by Aviation Media & IT GmbH (THE COMPANY) and protected by IP and trademark laws. License purchase and use of the software is governed by the company`s *Terms and Conditions* and the provisions of this License Agreement.

Additional third party license restrictions, commercial terms and privacy policies may apply, if the software is not bought directly from the company but from app store operators.

1. Definitions

Software means all contents of the files provided including but not limited to all updates, modified versions and additions licensed to the customer. Updates are provided free of charge in the first year after purchase. The software and all updates, upgrades, modified versions and additions are provided as 1) intangible media download or on hardcopy (USB flash drive) provided by the company or 2) as app provided by an app store operator.

License means the right of the customer for the non-exclusive installation and unlimited, non-commercial use of the software on a private device as long as customer complies with the provisions of this license agreement. A different license scope may apply for apps subject to terms and conditions of app store operators.

No rights to the software will accrue customer other than those specified herein. The software is distributed as a non-transferable license. The license, the software or any portion of it may not be re-distributed, sold, rented, leased, sublicensed, shared or copied to any third party or third party computer unless explicitly permitted by the company.

Use of the software is subject to activation with an individual railtest.de / railtest.com user account. Company provides customer an individual access key to this user account. User account is created only once and not transferable. Customer is not authorized to provide third parties paid or unpaid access to his user account or access key.

2. License Fee

The software is not sold; rather software copies are licensed to the customer. License is granted upon receipt of a one-time license fee to the company denoted as purchasing price of the software on the websites railtest.de/.com. The license fee covers all charges for the software license including free updates in the first year after license purchase.

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3. License Activation

Each license needs to be activated after first installation of the software on a device of the customer with account username and password in a process of online registration. Customer shall not make activation information accessible for unauthorized parties.

If the software shall be installed on a device of the customer that cannot establish an internet connection, license may be activated in a process of manual registration supported by the support desk of the company.

4. System Environment

Certain versions of the software are available for either Microsoft® Windows® and/or Apple® MacOS® and/or Apple® iOS® and/or Google® Android environments. These versions are released for:

Microsoft® Windows 7® or higher (along with Microsoft® .NET Framework 3.5).
Apple® MacOS® Sierra® or higher
Apple® iOS® (for iPad®)
Google® Android® (for tablet)

Device restrictions may apply.

5. Warranty

The software is provided AS IS and AS AVAILABLE. The company warrants to the customer that the software will perform substantially as advertised including the provisions of this license agreement and in accordance with the documentation for the software.

Uninterrupted connectivity of the website, the server and activation template and the uninterrupted approachability of support are not warranted to the customer.

The company can neither warrant training results the customer obtains using the software nor the customer`s performance outcome in later pre-employment screening after preparation with the software. Despite a careful research of information and development of the software actual test conditions at the screening site may differ from the tests composed in the software.

6. Customer Privacy

The company respects customer privacy rights and will not share customer information with third parties if not required for fulfillment of mutual contractual obligations.

The customer will be asked to disclose certain personal information such as name, gender, address and email address upon purchase of a software license. This information is collected and saved to register the license under the customer`s name and prevent illegal installations of the software.

The company will not use customer information for marketing purposes without explicit consent of the customer.

Customer may opt to share information in community boards embedded in the software. Customer may also opt to share personal performance scores for the tests compiled in the software with the company. If customer agrees to disclose personal performance scores the company may consolidate this information under the premises of anonymity to create benchmark scores of average user performance and share these consolidated scores with the customer community. The company endorses to disclose personal information thoughtfully.

The company takes appropriate precautions to protect customer information from unauthorized access. By using the software and the website the customer agrees to have his personal information transferred to and stored on a server in Germany. The administration of personal information is subject to German law.

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III. Privacy Statement

Dear Customers,

thank you for your kind interest in or purchase of RailTest®, a software family developed and licensed by Aviation Media & IT GmbH, Germany (we).

This privacy statement is a briefing about the personal data you share with us when you visit the RailTest® website or use a RailTest® product and explains how we handle this information, our cookie policy and which traffic tracking tools we use.

European General Data Protection Regulation (GDPR) governs this privacy statement. Under GDPR provisions your privacy rights include, not limited to:

   Right of access (Art. 15 GDPR)
   Right to rectification (Art. 16 GDPR)
   Right to erasure (Art. 17 GDPR)
   Right to object (Art. 21 GDPR)
   Right to restriction of processing (Art. 18f. GDPR)
   Right to data portability (Art. 20 GDPR)

If you file a privacy / GDPR request with us, we need to make sure you actually are the respective data subject.

Personal data

If you order and use a RailTest® preparation software or order other products from our shop, you will leave and share a trace of personal information.

1. Contractual data

If you place an order in the RailTest® shop environment, we may ask for your name, email address, postal address, phone number, payment/credit information or other details. Mandatory information you need to share with us to place an order is highlighted.

Only indispensible payment details will be processed to a payment service provider according to your preferred method of payment. Payment service provider provisions may apply.

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In addition to any contractual data you provide us, we collect and save your IP address to run a data comparison and verify your location and/or residence details. This layer of verification is necessary for a legally compliant tax treatment of your order.To the extent required by law, we may also use and analyze other data to verify your location and/or residence details for this purpose, in particular payment data.

Indispensable shipping details will be processed to a shipping service provider according to your preferred method of shipment. Shipping service provider provisions may apply. Our regular shipping service provider is Deutsche Post DHL Group. We share or may share this personal information with Deutsche Post DHL Group when we prepare your physical shipment:

- Recipient name
- Recipient postal address or post box
- Recipient phone number (if provided)
- Recipient email address

We reserve the right to trace delivery progress by tracking codes and keep delivery data on our records for documentation purposes. Privacy notice of DHL Deutsche Post Group applies: https://www.dpdhl.com/en/data-protection.html

If you fail to fulfill contractual payment obligations, we reserve the right to share contractual data with a payment collection agency.

Mandatory fields you need to complete during order process are processed for contractual fulfillment purposes only. We store contractual information from the order process under European customer privacy provisions to provide you customer and product support later on.

We will ask for your consent with the provisions of this privacy statement before we store data. In absense of your explicit consent we will not store or use any personal data beyond fulfillment of our contractual obligations.

2. Licensing data

If your order includes a RailTest® preparation software we will save and process licensing data, that may differ from contractual data, i.e. licensee`s name, email address and postal address. Mandatory information you need to share with us to license a RailTest® preparation software is highlighted.

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If you place the order on behalf of a third party licensee, you need to make sure and assert that you are allowed to submit mandatory licensing data of this individual.

Licensing data are hosted in a separate database in compliance with European customer privacy provisions along with a username and password we assign. We will host an account on the RailTest® website you can access with your username and password credentials to download your RailTest® file(s).

Hosting licensing data is indispensible to operate the download account and to check user authorization in a first time or follow-up activation of RailTest® preparation software in an automated or support-assisted process.

3. Support data

If you contact our support desk (i.e. by email or a contact form embedded in our website or your RailTest® preparation software) you will share data and information we only save and process to handle your support request and to touch base with you.

4. Performance data

Certain editions of RailTest® prepration software support the product feature RailTest® Cloud.

RailTest® preparation software may establish a communication protocol with a server within GDPR jurisdiction (RailTest® Cloud) to exchange performance data attributed to your licensing data. This allows you to recover your performance statement in case of a change of your system environment (back-up).

Performance data of the overall RailTest® Cloud user community will be processed, curated and randomzied without individual user attribution to provide all users a peer-to-peer benchmark to compare their individual performances against (benchmarking).

RailTest® Cloud participation or non-participation will not effect usability of other features of your RailTest® preparation software. You decide upon initial activation of RailTest® preparation software whether you wish to participate in RailTest® Cloud and upload performance data or not (opt in). You may change these settings later on.

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5. Objection

We are authorized to collect, process, save and use personal data to provide you and access to our services and maintain operation of these services.

We will only share personal data like your email address or phone number with trustworthy third party operations with you explicit consent to do so.

You have the right and object and revoke your consent regarding any aspect of your personal data in a written or electronic notice. Kindly address your objection to the accountable controller:

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office{at}railtest.com

Attention: we will comply with your objection without further notice and delete your personal data from our databases without back-up. Certain services including RailTest® Cloud, future activations of RailTest® preparation software and access to your RailTest® user account will be terminated on grounds of their dependency on user information. Performance data will be lost. Please contact our support desk to request a future activation of your RailTest® preparation software after filing a privacy objection.

Cookies and Service Providers

Cookies are very small text files placed on your computer/browser by a web server when you visit certain websites. Cookies are used to store data about user preferences but do not collect personal data. Most internet browsers do accept cookies by default but allow custom configurations to change these settings and reject cookies.

1. Google Analytics

We use Google Analytics, a website traffic tracker provided by Google Inc., Mountain View, United States, to analyze traffic on the RailTest® website. Google Analytics uses cookies. Information collected by these cookies, including your IP-address and device information will

be processed to servers in the United States and hosted there. Google will use this information to analyze your use of our website and generate traffic reports for our website.

Google may share cookie information with third parties involved in its business or if legally required to do so. Google will not match your IP-address with other services of Google. You may reject Google Analytics cookies in your browser settings. Using the RailTest® website you allow Google Analytics to share and process your data accordingly.

You may object to the use of Google Analytics any time for future visits. Google provides a browser plugin to opt out: https://tools.google.com/dlpage/gaoptout?hl=en

2. Ionos WebAnalytics

We use Ionos WebAnalytics, a website traffic tracker provided by 1&1 Ionos SE, Elgendorfer Str. 57, 56410 Montabaur, Germany.

Ionos WebAnalytics collects and processes the following data aspects without gathering personally attributable user information:

- Referrer (the site you arrive from)
- Browser information
- Operating system
- Device
- Time
- IP-Address (randomized)

3. SCA Compliance in Online Payments

Since September 14th 2019 an additional authentication layer is mandatory for online payments within the EU ("Strong Customer Authentication", SCA).

If you pay for our products or services using a credit card, supplemental personal data may be collected in addition to your name and credit card number and forwarded to our external payment service provider

BS PAYONE GmbH
Daniel-Goldbach-Straße 17 - 19
40880 Ratingen
Germany

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and its contract credit card companies Mastercard and Visa to be further processed and stored once you submit this data.

If your credit card is activated for secure payment using the strong authentication procedures Mastercard SecureCode™, Mastercard IdentCheck™, Verified™ by Visa or other 3D-Secure-procedures this may extend included but not limited to address data, mobile phone numbers, e-mail addresses, the answer to a security question or a code you chose. This information and data is transmitted encrypted.

By making your payment, you consent to the submission of this data also to third countries outside EU legislation, such as the United States or Switzerland, for payment processing purposes. Special conditions and procedures for the use of the above-mentioned strong authentication methods of the external payment service provider BS PAYONE GmbH and its contract credit card companies apply, especially the Information on data processing by BS PAYONE GmbH for end customers (card holder/user) according to Art. 14 GDPR.