

## TERMS OF USE

Last updated: August 14, 2023

### 1 - Definitions:

Seller: *Nizus Online Pilot Training Inc.*

Site nizus: nizus.com, nizus.ca

User or purchaser: any person using the services offered by the seller (that is to say, anyone who connects to the site or who purchases a service on the site)

### 2 - General:

In one part of the site content nizus (especially in these conditions of use), male gender was adopted for grammatical needs. However, it will be considered as a generic term for the masculine and the feminine.

If any part of the contents of these Terms of Use is in disagreement with the laws of British Columbia and Canada, the latter shall prevail.

This document is to define the terms and conditions under which the one hand, *Nizus Online Pilot Training Inc.* provides its users the website and the services therein and, secondly, the way in which the user accesses the site and uses its services.

These terms and conditions govern the relationship between line training of *Nizus Online Pilot Training Inc.* and users. The user and the purchaser of the services offered by *Nizus Online Pilot Training Inc.* are required to be familiar with these terms and conditions. By connecting to the site, particularly by buying an *Nizus Online Pilot Training Inc.* service. The user or buyer accepts and finds himself subject to the fulfillment of these conditions.

These terms and conditions must be applied to the entire site nizus and all services and products available and provided by *Nizus Online Pilot Training Inc.*

In case of non-compliance with these Terms of Use, *Nizus Online Pilot Training Inc.* reserves the right to initiate procedures deemed necessary (legal action, account closure without compensation ...).

### 3 - Internet usage rules:

The user agrees to the characteristics and limitations of the internet, and acknowledges that:

- *Nizus Online Pilot Training Inc.* assumes no responsibility for services accessed through the Internet and has no control of any form whatsoever about the nature and characteristics of any data transferred via its server center;

- User acknowledges that the data circulating on the Internet are not protected. The disclosure of any information deemed by the sensitive or confidential user is done at their own risk;

- The User acknowledges that the data circulating on the Internet can be regulated in terms of use or be protected by a property right;

- The user is solely responsible for the use of the data he consults, questions and transfers on the Internet;
- The user acknowledges that *Nizus Online Pilot Training Inc.* has no way to control the content of the services available on the Internet.

#### 4 - Intellectual Property:

All site content nizus is protected by copyright.

nizus is a domain name owned by *Nizus Online Pilot Training Inc.* Any representation, reproduction, or partial or total use of the name and corresponding logo of any kind is totally prohibited.

All content on the website nizus or made available through this website (such as text, graphics, logos, icons, pictures, downloads, database ...) is the *Nizus Online Pilot Training Inc.* property or its content providers, and content is protected by Canadian and international copyright law matters. The compilation of all content appearing in nizus website or made available through this site is the property of *Nizus Online Pilot Training Inc.* and is protected by Canadian and international copyright law matters. All materials / products sent to the user via email or downloaded from the nizus site or any other ways on this site are property of *Nizus Online Pilot Training Inc.* The user can view the contents of the site on a computer screen (or other similar platform), and download and store the schedules provided for this purpose solely for personal, non-commercial use.

It is forbidden to reproduce, store or distribute the content of the website nizus, in whole or in part in any form or by any means, electronic, mechanical, photocopying, recording, magnetic or otherwise, without the prior written consent of *Nizus Online Pilot Training Inc.* nizus website is equipped with reliable systems to detect any attempt to copy content and an alert will be immediately sent to *Nizus Online Pilot Training Inc.*, which then reserve the right to take legal action and close the account, without notice or compensation, of the user who does not meet this condition.

Only appendices required for some exams can be downloaded and reproduced for personal, non-commercial, and through the use of services offered on the nizus website. These appendices are highlighted and can be downloaded and printed following the indications of the website just before starting a test. These appendices can only be published on the nizus website. They should not be used for navigation. It is forbidden to remove the logo nizus from these appendices.

It is forbidden to use the website nizus content (part or all) to air navigation purposes.

#### 5 - Authorization and Access:

Without prior written permission from *Nizus Online Pilot Training Inc.*, the user may not:

- Reproduce, modify, commercially exploit, distribute, reuse, republish, sell, distribute any content, system or part of the content (including use as part of a library, archives, education or a similar service);
- Use of mining tools, data collection and data mining;

- Remove the copyright or trademarks of any material or copy content made or obtained in accordance with these terms of use (appendices);
- Create an electronic database or paper by downloading and storing content or parts of the content present in the nizus website;
- Inappropriately use the nizus site.

By accessing the nizus website, the user obtains from, *Nizus Online Pilot Training Inc.*, a limited, non-exclusive, non-transferable, and without the right to grant sub-licenses, access to services this website and make personal, non-commercial use. The user agrees to not:

- Damage, modify, interfere with or disrupt access to the site or do anything that could interrupt or hinder its operation;
- Make commercial use or business website and its contents or resell or commercially benefit from any part or aspect of the site;
- Publish, post, distribute or transmit libellous, defamatory, obscene, indecent or other documents or illegal or reprehensible information.

Non-compliance of the above is strictly prohibited and may constitute an infringement under the Copyright Code.

*Nizus Online Pilot Training Inc.* reserves the right to prevent the user from accessing the site nizus, without prejudice to the acquired rights of the seller, if the user violates this policy of use or any other term or condition of these terms and conditions. If the buyer's access privileges are terminated on the basis of this paragraph, the seller will not have any obligation to compensation for all claims of the user.

#### 6 - Hyperlinks:

The nizus website may contain hyperlinks to other websites maintained by third parties over which *Nizus Online Pilot Training Inc.* has no control. Links to these other resources (such as PayPal, Moneris, Transport Canada ...) make you leave the nizus website. *Nizus Online Pilot Training Inc.* takes no responsibility for the accuracy, content, or any other aspect of this material and accepts no liability for the use of this content.

It is possible to create a link to the presentation page of the nizus website without permission from *Nizus Online Pilot Training Inc.* No authorization or request for prior information will be required in respect of a website that wishes to establish a link to the nizus website. However, *Nizus Online Pilot Training Inc.* reserves the right to request the removal of a link that believes not in accordance with the purpose of nizus.

#### 7 - Disclaimer of Warranties and Limitation of Liability:

The information or materials on this website or accessed through this website come from sources considered reliable. All the nizus website content has been carefully reviewed, examined and checked for inaccuracies and errors by several aviation professionals and flight instructors. However, such information or documents may contain technical inaccuracies, typographical errors, and delays in updates of aviation regulations. It is up to the user to verify the accuracy and relevance of the information or documents provided by the nizus website or through it.

If you think you have found incorrect information, please let us know by email at [service@nizus.com](mailto:service@nizus.com). *Nizus Online Pilot Training Inc.* will correct the problem as soon as possible.

*Nizus Online Pilot Training Inc.* reserves the right to update and modify any part of the nizus website content (including these terms of use in order to adapt them to the evolution of the website or its operation), and at any time without notice. It is therefore possible that the content of the website has changed between when the user becomes aware and when he uses the website. It is the responsibility of the user to follow the evolution of these changes as they are accessible to him.

The services available on the nizus website and all information, content, items, products and other services that are included or are otherwise made available to the user through the nizus website provided by *Nizus Online Pilot Training Inc.* are unaltered and depend on their availability. *Nizus Online Pilot Training Inc.* makes no representation and gives no warranty (express or implied), as to the operation of services of this website or the information, content, items, products or services referenced herein or which are otherwise made available throughout this website (e.g. hyperlinks).

*Nizus Online Pilot Training Inc.* excludes all warranties and conditions (express or implied). *Nizus Online Pilot Training Inc.* does not guarantee the absence of viruses or other harmful components in the website nizus, in its information, its content, in its elements and its products in other services made available through the website, its servers, or electronic communications.

The use of information or documents available on this website is under the full and sole responsibility of the user, who assumes all the consequences thereof, without the seller may be sought as such, and without recourse against thereof.

*Nizus Online Pilot Training Inc.* shall in no event be liable for any damage of any kind arising out of the interpretation or use of information or documents available on this website.

nizus is a training system to certain examinations of Transport Canada - Aviation. This system allows the user to become familiar with the procedures and the Transport Canada exams, because it reproduces (as far as possible) the compulsory examinations for obtaining the related licenses or qualifications. *Nizus Online Pilot Training Inc.* excludes any guarantee of success with Transport Canada examinations and shall in no event be liable for any failure (total or partial) to them.

These Terms of Use and any dispute arising between the user and *Nizus Online Pilot Training Inc.* are governed by the law and the Province of British Columbia, without regard to its conflict of law rules, and the laws of Canada applicable therein. Any dispute that cannot be settled amicably shall be subject to the jurisdiction of the courts of the District of Vancouver (BC).

In case of lack of conflicting information between the terms and conditions written in French and those written in English, it is the terms and conditions wrote in French which prevail.

8 - Access to the site nizus:

*Nizus Online Pilot Training Inc.* strives to provide access to the website nizus round the clock, 7 days 7, except in cases of force major or an event beyond the control of the seller, and subject to any breakdowns and maintenance operations or updates necessary for the proper operation of the site and services.

Therefore, *Nizus Online Pilot Training Inc.* cannot guarantee availability of the site or services, a transmission reliability and performance in terms of response time or quality. It is provided for any technical assistance vis-à-vis the user either by electronic or telephonic means. However, if the user has a problem when using the website, he can communicate by email his problem to the seller who will take all steps reasonably necessary to provide fast and reliable service in order to solve this problem in as soon as possible.

The responsibility of *Nizus Online Pilot Training Inc.* cannot be held liable for inability to access this site or use of services.

*Nizus Online Pilot Training Inc.* may have to interrupt the nizus website or some of its services at any time without notice, all without the right to compensation. The user acknowledges and agrees that *Nizus Online Pilot Training Inc.* is not responsible for interruptions and the consequences that may result to the user or any third party.

#### 9 - User account and account sharing:

When the user creates an account, he is committed to providing accurate information.

*Nizus Online Pilot Training Inc.* reserves the right to refuse the sale of services or subscriptions to any person or entity for any reason whatsoever.

Through the registration procedure established by nizus, users choose a user name and a password. By creating an account on the nizus website, the user is responsible for maintaining the confidentiality of his account and password and for restricting access to his computer (or other device such as a smartphone or tablet), and commits to take responsibility for any transaction or use in his account with a password.

Registration is valid for a single user. The account holder is forbidden to put his account available to any other person and, whether commercial or non-commercial. The connection to the same account cannot be done in several places or platforms simultaneously. If an account is used for a place on a platform when it is already in use, disconnect the first account will be automatic to allow free access to the second. The user assumes the risk of the loss of any data, any information or any follow-up relatively with such disconnection.

*Nizus Online Pilot Training Inc.* forbids to multiple users using the same account.

The nizus website servers use advanced functions for password sharing detection. Such events are automatically reported to the sale by the system and the user account may become temporarily blocked for further investigation or be cancelled without the right to refund. The violation of one of the two items above will be an account of grounds for termination without liability to the buyer any compensation or reimbursement.

*Nizus Online Pilot Training Inc.* provides services accessible to minors, but these services are offered for sale to adults who can use a credit card or other permitted payment method. If the user has not reached the age of majority in their province of residence, he can use the nizus

services only with involvement of a parent or guardian. If the user uses a credit card or other permitted payment method that is not in his name, he ensures *Nizus Online Pilot Training Inc.* he has the consent of the holder of the method of payment.

*Nizus Online Pilot Training Inc.* reserves the right to refuse to serve a customer, terminate accounts, remove or edit site content, or cancel orders in their sole discretion.

10 - Use of the site nizus by instructors, flight schools, air academy, institutions offering an AEC, club, or any other flight training unit:

All of these terms of use shall apply to instructors, flight schools, air academies, institutions offering an AEC, club, or any other flight training unit.

*Nizus Online Pilot Training Inc.* does not allow persons or above body to create an account on the website nizus in order to make it available to its students, its customers, its staff or any other person or entity, whether for commercial or non-commercial use without prior written consent. This also applies to the Partnership users.

11 - Partnership:

If a flight training unit (or any other organization or person) uses the identification number associated therewith by nizus partnership system, it will:

- Respect these terms of use;
- Enforce these terms of use to persons to whom it provides its identification number;
- Immediately advise *Nizus Online Pilot Training Inc.* if it finds that these conditions of use are not respected by a *nizus* user;
- Immediately notify *Nizus Online Pilot Training Inc.* of anomalies that have been reported about the use of the website *nizus*.

The money remitted by *nizus* to the flight training unit (or any other organization or person) using identification (ID) number is the percentage, established between *Nizus Online Pilot Training Inc.* and the said flight training unit (or any other organization or person) of the amount of all subscriptions (before taxes) associated with its ID for a period of one (1) year beginning on the first of February of each year and ending on the last day of January of each year. The corresponding amount will be paid to the said flight training unit (or any other organization or person) as soon as possible after the last day of January of the ended year, but within a maximum of six months.

A contract wrote and signed by *Nizus Online Pilot Training Inc.* and signed by this flight training unit (or any other organization or person) may modify this part (that is to say the part "11 - Partnership") of these conditions of use.

12 - Account Closure:

*Nizus Online Pilot Training Inc.* reserves the right to terminate access to nizus website or other products or services without notice to the user if (for example and without limitation):

- There is a regulatory or legislative change that limits the seller's ability to provide a website;

- User abuses the services nizus or acts in violation of these Terms of Use.

### 13 - Showing prices for the services available on the site nizus:

Information on services and prices presented by *Nizus Online Pilot Training Inc.* are required mandatory, expect error. When a price is given, it is always given in Canadian dollars (CAD), and it is assumed to be without taxes (HST, GST, PST). When two awards are presented for a product, it is assumed that the lowest price is excluding taxes and the highest price includes the tax or taxes applicable to the province of the buyer.

The price of services on the site nizus is displayed without taxes. Tax or taxes applicable to the price will be displayed at checkout.

For any application for input tax refunds, the following GST number must be provided:

GST: 81315 6775

On request via the contact form or via the email address [service@nizus.com](mailto:service@nizus.com), a bill showing the details about the orders on [nizus.com](http://nizus.com) will be sent to the applicant.

Every payment is made via Moneris, a secured payment platform independent of *Nizus Online Pilot Training Inc.* *Nizus Online Pilot Training Inc.* have no access to the payment data used on the website nizus. *Nizus Online Pilot Training Inc.* disclaims all liability for these payments.

Following the payment, the buyer receive a detailed invoice for the purchase he made at the e-mail address associated with his nizus account.

### 14 - Subscriptions offered by the site nizus:

The access of the subscriptions available to the user are limited in time but not in numbers. Information about duration and description of the content of the subscriptions are indicated in the "Training Programs" page of the website nizus and can be consulted before any payment. When a user purchases a subscription, it has a certain time limit to enjoy it. If, within a period of zero to seven days inclusive after purchasing a subscription, the user decides to extend it, it can increase the time limit to complete the payment to go to a higher subscription (for the same stage). However, after seven days, the user wanting to increase its time limit must pay the full desired new subscription. In the latter case, the time corresponding to the new subscription will be added to the time of the old subscription.

### 15 - Letter of recommendation

To get a letter of recommendation, the applicant must meet certain conditions, depending on their situation.

Note that no exceptions will be made. To get a letter of recommendation, the applicant must meet all the following requirements.

#### a. Getting a first letter of recommendation for the full examination

To request a first letter of recommendation from nizus, the applicant must, on nizus:

- Have validated the appropriate full course (meaning that you have taken all the sections of all the chapters of all the modules)
- Have spent the minimum hours requested on the appropriate course and the practice examinations



- Have passed all the quizzes (your scores are not counted) under the "Course" heading
- Have finished all the practice examinations (module examinations and complete examinations) under the "Examinations" heading
- Have obtained a score of at least 80% on at least 3 full examinations

The applicant must also attest that he has spent at least 10 hours in flight on board an aircraft, or that he holds a Pilot Permit – Ultra-light Aeroplane.

b. Getting a second or later letter of recommendation for the full examination

In the event of a complete examination failure, the applicant will need to request another letter of recommendation.

In this situation, the applicant must once again get a score of at least 80% on at least 3 full examinations on nizus before he requests a letter.

c. Getting a letter of recommendation for a partial examination

If the applicant only partially pass their examination (with a score of at least 60% on the examination, but under 60% on one or more modules), the applicant will need to request a letter of recommendation for a partial examination.

To get such a letter, the applicant must:

- Have already received a letter of recommendation for the full examination from nizus
- Obtain a score of at least 80% on at least 3 module examinations on nizus for each module that he did not pass on your TC examination

Note: The time that is recorded within a single chapter has a maximum duration. For example, if the applicant spends 40 hours in a single chapter, the time recorded for the letter of recommendation will not be 40 hours but the defined maximum duration.

Important: If the applicant has not previously gotten a letter of recommendation for a full examination from nizus, he will not be able to request a letter of recommendation for a partial examination.

16 - Repayment and cancellation policy:

If a purchase is mistakenly made on nizus' website, the buyer can ask a complete repayment of the purchase within seven (7) days following the purchase. The repayment request must be send to [service@nizus.com](mailto:service@nizus.com), with the corresponding invoice. The repayment will be accepted and completed only if the buyer did not take advantage of the purchase (for example, by performing a training examination). As a result of the repayment, the buyer will have no longer access to the service offered by the purchase.

*Nizus Online Pilot Training Inc.* offers no other terms of repayment and does not guarantee any refund or compensation to the user.

17 - Communications:

When the user uses the nizus website or when sending emails to *Nizus Online Pilot Training Inc.* It communicates electronically with the seller. Therefore, he agrees to receive electronic



communications from the seller. *Nizus Online Pilot Training Inc.* contacts the seller by mail, by email or by posting notices on the user account. The user acknowledges that all agreements, notices and other communications that the seller transmits satisfy any legal requirement that such communications be in writing.

#### 18 - Use and Disclosure of information collected:

When using nizus, the user declares to have read and accepted the Legal Notice of *Nizus Online Pilot Training Inc.*

At the request of flight training units, or systemically to the partners of nizus, *Nizus Online Pilot Training Inc.* reserves the right to provide certain information collected from users of the site nizus. This information (such as name and surname of the user, its statistics, the exams written on nizus, the time taken to conduct an exam, the date of the exam...) is provided to training units in order to help them to sign the letters of recommendation required to write a Transport Canada examination. When using nizus, the user accepts that *Nizus Online Pilot Training Inc.* provides such information to flight training units. If the user does not want such information to be sent to its flight training unit, he shall notify *Nizus Online Pilot Training Inc.* by email. Once *Nizus Online Pilot Training Inc.* has responded to this email, this information will not be disclosed anymore to training units.

#### 19 - Contact:

For questions about the nizus website, you can send an email to [service@nizus.com](mailto:service@nizus.com).