

TERMS & CONDITIONS OF USE

IMPORTANT: PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS). THEY CONTAIN LIMITATIONS ON EUROPEAN PILOT ACADEMY LTD'S LIABILITY AND OTHER PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS.

This agreement sets out the terms and conditions relating to the use of European Pilot Training, which application is the property of European Pilot Academy Limited (C-35885) as hereunder defined. By installing, accessing or using any websites, mobile apps, email newsletters and subscriptions, and other digital properties on which these terms are posted or referenced (together, "online services"), you are entering into a binding agreement with European Pilot Academy Limited (C-35885) ("EPA", "we" or "us").

This agreement provides for the totality of the terms and conditions between us, European Pilot Academy Limited, a limited liability company registered with the Malta Business Registry under the Laws of Malta, having registration number C-35885 and registered offices at 'Falcon Alliance Building', Security Gate One, Malta International Airport, Luqa, Malta, European Union, hereinafter referred to as 'EPA', and you, the person making use of European Pilot Training provided by EPA, hereinafter referred to as the 'Customer'.

EPA and the Customer may also hereinafter be referred to collectively as the 'Parties'.

This agreement, hereinafter referred to as the 'Terms and Conditions' seeks to define and regulate the legal relationship which exists and may come to exist between EPA and the Customer in relation to the use of European Pilot Training by the Customer.

1. USE & SALE

- 1.1. These Terms and Conditions will govern the purchase/provision of the European Pilot Training inclusive of any services granted to the Customer by EPA through European Pilot Training.
- 1.2. The application of the relevant terms in these Terms and Conditions shall commence at the moment that the Customer begins to use European Pilot Training via any platform whatsoever. By making use of European Pilot Training, the Customer is automatically thus agreeing to accept these Terms and Conditions, which Terms and Conditions.
- 1.3. The purpose of European Pilot Training is to provide Customers with goods and/or services which are provided by EPA via the digital platform provided by this application. However, in order for Customers to make full use of the goods/and or services available via this application, the Customer may be asked to register an online services account via European Pilot Training.
- 1.4. Any good or service available through European Pilot Training shall not be deemed to be an invitation by EPA for the Customer to purchase goods and/or services. The listing of such good or service available on European Pilot Training as well as any other promotional media is merely intended to constitute an invitation to treat and is not to be construed as an offer by EPA to supply any good/services.
- 1.5. Any request for an order for any good or service available through European Pilot Training and which is made by the Customer shall be a request made to EPA to check the availability of the goods requested and to indicate the final price and other conditions which would enable the Customer to purchase the goods or service. The Customer's request for an order will be deemed to be an offer to EPA to purchase the goods or service indicated by the Customer. The Customer thus understands that the confirmation of the order is at EPA's discretion.

- 1.6. Before making use of the European Pilot Training and especially before accessing specific goods and/or services on European Pilot Training, the Customer must register a credit card or debit card (either one, a “payment card”) to use with your orders. EPA uses third party providers to securely store the Customer’s payment card information and process the Customer’s payments. The Customer understands and agrees that, when the Customer registers a payment card, EPA or its third party providers may verify that the payment card the Customer registered is valid. The Customer represents and warrant that you are of sufficient age and have all legal rights to use all payment cards you register.
- 1.7. A purchase is deemed to have been made the Customer’s payment card is charged when the Customer confirms the purchase via the relevant button on European Pilot Training. If an order placed by the Customer through the European Pilot Training is accepted by EPA, EPA will notify the Customer of its acceptance through the European Pilot Training. The order confirmation will be deemed effective upon its being sent through European Pilot Training.
- 1.8. When the Customer signals the purchase of any good and/or service available via European Pilot Training , the Customer is authorising EPA to process the purchase. EPA’s payment service provider will process the Customer’s payment and charge the payment card selected by the Customer. The Customer may receive a notification to confirm the purchase.
- 1.9. EPA retains ultimate discretion in accepting an offer made by a Customer through the placing of an order through European Pilot Training. EPA may choose not to confirm any given order for any reason whatsoever.
- 1.10. Where the Customer has purchased any good or service from EPA through the use of European Pilot Training, the Customer shall be deemed to have been purchased the good and/or service as may have been indicated in the European Pilot Training.
- 1.11. These Terms and Conditions shall constitute the sole source of the Parties’ mutual rights and obligations with respect to the Customer’s use of European Pilot Training, with it being herein declared that there is no other source of obligation between such Parties, whether verbal or otherwise. These Terms and Conditions shall prevail over any previously agreed to terms and conditions, quotations, advert, promotion or information that may have been made available to the Customer.
- 1.12. Whilst EPA shall use its best efforts to ensure that all information given to the Customer is complete, accurate and correct, EPA shall in no manner be responsible for any incorrect information provided. The price stipulated at the time of purchase shall constitute the accurate price for the goods and/or services purchased by the Customer.
- 1.13. The online services are not intended to be used by, or targeted to, anyone under the age of 14. You must be at least 14 years old to use the online services. If you are at least 14 but not yet 18 years old, then you must review these terms with your parent or guardian and they must understand and agree to these terms in order for you to use the online services. If you or your parent or guardian do not agree to these terms, then you must immediately stop using the online services and request that EPA close any online services account that you have created. You can request account deletion by sending an email to it@falconalliance.com, please include the email address of the account that you want deleted.
- 1.14. The Customer is exclusively responsible for the Customer’s devices and accounts. The Customer is responsible for any devices, software and services needed to use the online services. EPA does not guarantee that the online services will fully function on any particular device or with any particular software. The Customer is also responsible for any messaging and data charges, fees and taxes for the Customer’s use of the online services, including when EPA

communicates with you by text, email or other means chosen by the Customer. The Customer may only use the online services with devices that the Customer owns or controls and using only the authorized operating system (e.g., Apple iPhone OS for Apple devices). If the Customer creates an online services account, the Customer is responsible for keeping the account secure and for all activity under the account. The Customer can only use one online services account and must keep the account information accurate at all times.

- 1.15. EPA shall be entitled to take any action it considers appropriate, including removing or suspending the Customer's account if EPA detects any suspicious activity concerning an account including.
- 1.16. An account will terminate automatically on the death of the Customer. EPA will close the account on notification of the Customer's death. EPA will not be liable for any loss or damage whatsoever suffered by any person as a result of such cancellation.
- 1.17. The Customer may, at any time, cancel the Customer's account by selecting 'Delete Account' in the relevant section of the application. Upon confirmation of cancellation, data pertaining to the Customer's account will immediately expire.

2. PRICE AND PAYMENT

- 2.1. Payment for any goods or service on the European Pilot Training must be effected in full upon purchase, unless not otherwise expressly indicated by EPA. No delivery of any good or service shall be effected until payment has been received in full by EPA.
- 2.2. EPA shall remain the owner of and retain title and possession over all goods and/or services available through the European Pilot Training.
- 2.3. The price for the Goods and/or Services is the price indicated to the Customer through European Pilot Training.
- 2.4. The total price for the Goods and/or Services is inclusive of value added tax, where applicable. VAT is payable at the applicable rates by the Customer.
- 2.5. Where there is any other charge which may be required by EPA at its sole discretion, such charge shall be indicated in the proof of purchase and shall be accepted by the Customer.
- 2.6. Payments must be effected by the authorised payment platforms forming part of the digital market platform where European Pilot Training is available for download and use by the Customer. The Customer acknowledges that any failure to effect payment or have payment validated by EPA will result in a failure to effect the delivery of the goods or services available in the European Pilot Training.
- 2.7. EPA reserves the right to refuse a delivery or honour an order from a Customer who has outstanding dues in respect of a previous order/s whether partly or in full previous order or with whom a dispute is in progress.
- 2.8. If the Customer fails to make any payment due, EPA may suspend or cancel the delivery of any good and/or appropriate any payment made by the Customer to such order as may not have been paid.

- 2.9. The Customer may not withhold payment of any invoice or any other amount due to EPA by reason of any right of set off or counterclaim which the Customer may have or allege to have for any reason whatsoever.

3. COLLECTION AND DELIVERY

- 3.1. The goods and/or services purchased from EPA by the Customer through European Pilot Training shall be directly made available to the Customer via the application by way of direct download onto the Customer's device, and this upon purchase being completed by the Customer.

4. CUSTOMER RESPONSIBILITIES

- 4.1. It is the Customer's responsibility to ensure that any good and/or service purchased from EPA through European Pilot Training is appropriate and adequate for the use for which the Customer requires it.
- 4.2. It is the sole responsibility of the Customer to ensure that they are in possession of proper platforms and devices which enable the Customer to make proper and correct use of European Pilot Training. EPA will not be responsible for any loss or damage which may result from the Customer's failure in this respect.
- 4.3. It is the Customer's responsibility to update any change of name, email or any other details as soon as practicable after the change. EPA is not responsible for any failure by the customer to update any details in accordance with this clause.
- 4.4. With respect to the online services available via European Pilot Training, the Customer may not, and may not allow third parties, to:
 - 4.4.1. Use the online services for any purpose that is unlawful or prohibited by these terms;
 - 4.4.2. Delete or change any copyright, trademark, or other proprietary notices;
 - 4.4.3. Attempt to obtain ownership or title to the online services, including the content;
 - 4.4.4. Use, copy, distribute, republish, display, disclose, upload, post, or transmit the online services in any commercial manner;
 - 4.4.5. Rent, lease, sell, sub-license, loan, translate, merge, adapt, assign or transfer the online services, or combine them with, or incorporate them into, any other programs or services;
 - 4.4.6. Disassemble, decompile, reverse-engineer, copy in source or object code format, or create derivative works based on the online services;
 - 4.4.7. Transfer, provide, export or re-export the online services in violations of an embargo, trade sanction, or other technology control or export laws and regulations;
 - 4.4.8. Use or launch any unauthorized technology or automated system to access the online services or extract content from the online services, including but not limited to spiders, robots, screen scrapers, or offline readers;
 - 4.4.9. Attempt to disable, damage, overburden, impair or gain unauthorized access to the online services, EPA's network or any user accounts associated with the online services.

5. RETURNS POLICY

- 5.1. EPA will not accept the return or refund of any goods or service purchased via European Pilot Training.

6. WARRANTIES

- 6.1. Any warranty, condition or other term concerning the use of European Pilot Training which might otherwise be applicable in terms of these Terms and Conditions or by Law is hereby expressly excluded to the maximum extent permitted by law. In particular, EPA will not be responsible for ensuring that the service/goods provided via European Pilot Training are suitable for the purposes for which they are used/purchased.

7. LIABILITY

- 7.1. EPA shall not be liable for any loss or damage which results from any breach of or failure to or delay in performing its obligations under these Terms and Conditions and which may arise beyond the control of EPA.
- 7.2. In any event, EPA shall not be liable for any death or personal injury, any breach of the obligations implied by applicable compulsory national laws as to title, loss of income, loss of profits, loss of contracts, loss of data, loss of sales, loss of goodwill or reputation, loss of business, third party claims, pure business loss, or for any indirect or consequential damages of any kind howsoever arising whether from the performance or non-performance of EPA obligations.
- 7.3. Furthermore, EPA shall not be responsible or liable to the Customer arising from the Customer's incorrect or inappropriate use of the European Pilot Training or from any reliance, information or instructions given as to the use of the European Pilot Training which have not directly emanated from EPA.
- 7.4. EPA SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS OR LOST BUSINESS DAMAGE, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO OR ARISING OUT OF THE ONLINE SERVICES AND USE OF European Pilot Training. NOTHING IN THIS SECTION IS INTENDED TO LIMIT EPA'S LIABILITY FOR DAMAGES TO THE EXTENT CAUSED BY EPA'S OWN GROSS NEGLIGENCE OR INTENTIONAL OR UNLAWFUL MISCONDUCT. ADDITIONALLY, NOTHING IN THIS SECTION IS INTENDED TO LIMIT OR ALTER THE CUSTOMER'S RIGHTS AS A CONSUMER THAT CANNOT BE LIMITED OR ALTERED UNDER APPLICABLE LAW. EPA reserves all legal rights to recover damages or other compensation under these terms or as allowed by law.
- 7.5. The online services may include inaccuracies or errors. EPA PROVIDES THE ONLINE SERVICES "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED. EPA DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EPA DOES NOT WARRANT OR MAKE ANY REPRESENTATION THAT THE ONLINE SERVICES WILL BE ACCURATE, RELIABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ONLINE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CUSTOMER ASSUMES TOTAL RESPONSIBILITY RELATED TO THE CUSTOMER'S USE OF THE ONLINE SERVICES. THE CUSTOMER'S SOLE REMEDY AGAINST EPA FOR DISSATISFACTION WITH

THE ONLINE SERVICES IS TO STOP USING THEM. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

- 7.6. The online services and European Pilot Training may link to or allow the Customer to use third-party websites, downloadable materials, content, social networks, or other digital services (together, "third party services"). These third parties may have their separate terms and conditions or privacy policies that the Customer should review and understand before using them. EPA does not endorse and is not associated with any of these third party services. EPA HAS NO RESPONSIBILITY FOR ANY LOSS OR DAMAGES ARISING FROM OR RELATED TO THESE THIRD PARTY SERVICES.
- 7.7. EPA shall bear no responsibility for its failure to perform any of its obligations under these terms caused by or related to any event beyond EPA's reasonable control. If such an event occurs, then EPA's obligations under these terms will be suspended for the duration of the event; and EPA may, but is not required to, use reasonable endeavors to find a solution by which its obligations under these terms may be performed despite the event.

8. THIRD PARTY PLATFORM APPLICATION

- 8.1. These terms incorporate and supplement the terms and conditions governing the online digital platform where the European Pilot Training is hosted and made available to the Customer, including the Licensed Application End User terms therein. If you are using the online services through third party applications you also acknowledge and agree that:
- 8.2. If the third party application that the Customer has purchased does not conform to any warranty applying to it, the Customer may notify the third party, which may refund the purchase price of the the third party application to the Customer subject to then-current third party terms and conditions. Subject to that, and to the maximum extent permitted by law, the third party does not give or enter into any warranty, condition or other term in relation to the third party Application and will not be liable to the Customer for any claims, losses, costs or expenses of whatever nature in relation to the third party Application or as a result of the Customer or anyone else using the third party Application or relying on any of its content.

9. DATA PROTECTION

- 9.1. The Customer hereby agrees and consents that EPA may store, process and use personal information and other data collected and relative to the Customer for any purpose pertaining to the provision of the goods and/or services to the Customer via European Pilot Training and for any matter related to these Terms and Conditions.
- 9.2. Furthermore, the Customer also hereby agrees and consents to EPA sharing personal information and other data collected with any third party as may be necessary for the provision of the goods and/or services used or purchased by the Customer through European Pilot Training, and this in full compliance with applicable Data Protection legislation.
- 9.3. The Customer shall be entitled to have access to the information and data held about the Customer by EPA, to request any changes to such data, to request its deletion as well as to request that the Customer ceases to receive any marketing or promotional material from EPA.
- 9.4. The Customer also consents and agrees that EPA may, for the purpose of quality control and customer service, monitor and/or record all communication which it may have with the Customer.

- 9.5. Any notices and requests which the Customer may wish to give or make to EPA in terms of applicable data protection legislation may be made by using the e-mail or postal addresses provided through European Pilot Training.

10. INTELLECTUAL PROPERTY

- 10.1. The Customer shall not make use of any trade name, trademark, logo, insignia, slogan or distinguishing characteristic developed, used, or licensed by EPA. All brands and all associated artwork, designs and intellectual property rights connected with EPA and/or European Pilot Training remain at all times the sole property of EPA and nothing in this Agreement does or is intended to grant any such right or licence to the Customer in relation to these rights.
- 10.2. Any and all rights in the online services and European Pilot Training are and shall remain the exclusive property of EPA. For purposes of clarity, "online services" includes any and all content on the online services, such as, but not limited to, text, images, graphics, logos, page headers, button icons, images, audio clips, digital downloads, data compilations, software, trademarks, service marks, trade dress, audio, video, data and other materials (together, "content") as well as any part of the online services found on European Pilot Training. The online services are licensed, not sold, to the Customer. Nothing in these terms intends to transfer any such rights to, or to vest any such rights in, the Customer. The Customer may not take any action to jeopardize, limit or interfere with EPA's rights.
- 10.3. Subject to these terms, the Customer is granted a personal, non-exclusive, non-transferable and revocable license to use the online services found on the European Pilot Training solely for the Customer's own personal, non-commercial purposes solely in accordance with these terms. For purposes of clarity, "Use" includes access, interact with, and display. No licenses or rights are granted to the Customer by implication or otherwise, except for the licenses and rights these terms expressly grant to the Customer. EPA reserves all other rights.
- 10.4. Trademarks, service marks, and all graphical elements, including the look and feel appearing on the online services and the European Pilot Training, are distinctive and protected trademarks or trade dress of EPA. The online services may also contain various third-party names, trademarks, and service marks that are the property of their respective owners.

11. COPYRIGHT

- 11.1. All rights, including copyright, in the content of the European Pilot Training are owned or controlled for these purposes by EPA. In accessing and/or making use of European Pilot Training the Customer agrees that the Customer may only download and store (in any medium) the content for the Customer's own personal non-commercial use. Unless expressly stated otherwise, the Customer is not allowed to copy, broadcast, download, store (on any medium), transmit, show or play in public, adapt or change in any way the content of European Pilot Training for any other purpose whatsoever without the prior written consent of EPA. Furthermore, EPA reserves the right to request the Customer to remove any link to European Pilot Training and the Customer agrees to remove such link promptly upon request.

12. WAIVER & SEVERABILITY

- 12.1. The waiver by any of the Parties of any article, articles, paragraph or paragraphs of these Terms and Conditions shall not prevent the subsequent enforcement of that article, articles, paragraph or paragraphs and shall not be deemed a waiver for future enforcement of such article, articles, paragraph or paragraphs.

- 12.2. The Parties also declare that where any part of these Terms and Conditions is found to be null and void in consequence of it being in violation of any law prevailing in Malta, such nullity shall not act so as to render the remainder of the contract null and void.

13. ASSIGNMENT

- 13.1. EPA may assign, transfer or sub-contract any rights or obligations under these Terms and Conditions to any third party. The Customer shall not have the right to transfer and/or assign in any manner the Customer's rights and obligations under these Terms and Conditions, whether in whole or in part.

14. SUPREMACY

- 14.1. These Terms and Conditions shall constitute the sole source of the Parties' mutual rights and obligations with respect to the use of European Pilot Training, with it being herein declared that there is no other source of obligation between such Parties, whether verbal or otherwise.
- 14.2. EPA reserves the right to unilaterally amend these Terms and Conditions from time to time, provided that such amendment shall be published on this Website and this without prejudice to both Parties to refer to the Terms and Conditions as prevailing and published on European Pilot Training at the point in time when any use is conducted by the Customer.

15. ACCEPTANCE

- 15.1. By making use of the European Pilot Training, the Customer agrees and confirms to have fully read and understood these Terms and Conditions and to be aware of the contents thereof, including the Customer's obligations and the warranties and limitations on liability set out herein.

16. European Pilot Training

- 16.1. By using European Pilot Training the Customer agrees to comply with and be legally bound by these terms of use as well as with all terms and conditions which may govern the hosting and use of European Pilot Training on the various market platforms and payment platforms where it is made available. All such terms and conditions shall take effect immediately on the Customer's first use of European Pilot Training.
- 16.2. EPA may periodically change the contents of these terms and conditions by posting changes on European Pilot Training. The Customer's continued use of European Pilot Training after changes are posted signifies the Customer's agreement to be legally bound by these Terms and Conditions as updated and/or amended.

17. DISCLAIMER

- 17.1. Whilst every effort is made to maintain the accuracy of the information on European Pilot Training, EPA cannot accept responsibility for any prejudice, loss or damage which may occur from use of the information contained herein.
- 17.2. EPA expressly disclaims any and all liability whatsoever occasioned pursuant to anything done or omitted to be done wholly or partly in reliance upon the contents of European Pilot Training,

or any part thereof. Moreover, EPA also expressly disclaims any and all liability in respect of any loss or damage suffered by any person as a result of the information contained on European Pilot Training.

- 17.3. All information contained on European Pilot Training is of a general informative nature only, is not necessarily comprehensive, complete or up-to-date and subject to change without notice. EPA gives no warranties of any kind, express or implied, with regard to the accuracy, timeliness or completeness of any information on European Pilot Training.

18. GOVERNING LAW & JURISDICTION

- 18.1. It is hereby being agreed that these Terms and Conditions, the rights and obligations emanating out of the same and any other matter, issue or dispute in any way relating to, subject, ancillary or connected with these Terms and Conditions and the respective rights and obligations, together with the construction and interpretation of the same, shall be solely and exclusively governed by the Laws of Malta and be solely and exclusively subject to the jurisdiction of the Courts of Malta.

PRIVACY & COOKIE POLICY

European Pilot Academy Ltd (C-35885) has undertaken to publish its Privacy Policy to assure you that the manner it collects, stores and uses personal data is in full conformity with the EU General Data Protection Regulation (“GDPR”), which came into force on 25 May 2018.

All personal data provided by you voluntarily through our website, European Pilot Training or through your communications via email with us will be processed in accordance with the Data Protection Act (Chapter 586 of the Laws of Malta), the GDPR and any other relevant data protection legislation, as may be amended from time to time.

DEFINITIONS

‘Personal Data’ means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier

or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

‘Processing’ means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

‘Controller’ means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

‘Processor’ means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

‘Third party’ means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

‘Personal data breach’ means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

DATA CONTROLLER

European Pilot Academy Limited is a limited liability company registered with the Malta Business Registry with company registration number C-35885, having its registered address at ‘Falcon Alliance Building’, Security Gate One, Malta International Airport, Luqa, Malta, European Union.

For the purposes of the GDPR, EPA is the Data Controller. If you have any questions about how we process your personal data, please email our data protection representative at <<ENTER EMAIL>>. Our postal address is: ‘Falcon Alliance Building’, Security Gate One, Malta International Airport, Luqa, Malta, European Union.

INFORMATION WE COLLECT

The data that we may collect about you usually includes your name, surname, email address, IP address and any personal data you provide to us either via use of our website, through European Pilot Training, or through other forms of written or oral communication.

REASON FOR PROCESSING

We collect, store and process your Personal Data to provide you with the best service, and in particular for the following reasons:

1. To provide you with our Products and Services

We will collect your Personal Data for the purpose of processing your orders and delivering any products ordered, to improve our website and European Pilot Training content, products and services, to notify you about the availability of stock for new products, to register your interest in our products and services and for the lawful basis of performing our obligations in the course of furthering our legitimate business interest.

2. Marketing

We may use your Personal Data to provide you with information on our products and services, promotional material, newsletters and also to send and keep you informed of any periodic events and promotions. Marketing communication will only be sent following your specific consent and your marketing preferences can be changed at any time by sending an email to <<ENTER EMAIL>>, or by post to 'Falcon Alliance Building', Security Gate One, Malta International Airport, Luqa, Malta, European Union

3. General Administration

We may also process your Personal Data for administrative purposes such as accounting and billing, carrying out maintenance and development, audits and compliance. Your Personal Data may also be processed in our legitimate interest and to comply with our legal obligations.

4. Customer Service

We may process your Personal Data to deal with general enquiries you may approach us with through the various platforms by which you can get in touch with us. We may also process your Personal Data to contact you for feedback on our products and services so as to assist us in improving our products and services.

5. Data analytics, Statistics and Visitor Data

We may use your Personal Data for statistical and marketing analysis in order to help us improve our products and services, to improve the content and functionality of our website and improve our products and services.

6. To Defend and Protect our Legal Rights and Interests

We may also process your Personal Data for our legitimate interest to defend or protect our legal rights and interests, as and if required.

We may also process your personal data in order to comply with our legal obligations, out of necessity in order to perform any contract which we may have agreed to enter into at your request and for any other legally recognised legitimate interest.

SHARING YOUR INFORMATION

Your personal data may be shared by us for the purpose of providing you with a product or service which you have requested from us and to this end may be shared with the following categories:

1. Third parties who provide services such as leasing, extending credit, fulfilling customer orders, delivering products to you, managing and enhancing customer data, providing customer service, assessing your interest in our products and services, and conducting customer research or satisfaction surveys.
2. Third party IT companies engaged by us to administer, maintain and support our website and which transmit any Personal Data submitted in the website to us.
3. Payment Service Providers who are engaged by us to process transactions made by you when ordering products and services directly from our website.

4. Service providers engaged by us for the purposes of carrying out our business, such as accountants and auditors.

5. Any suppliers and distributors which are engaged by us, as may be required for us to be able to provide you with the products or services requested by you, for their own record and/or warranty purposes.

We may also disclose information about you if we determine this to be reasonably necessary to enforce our terms and conditions or protect our operations or users. We also reserve the right to disclose information to any third party in the event of a reorganization, merger, or sale.

We also retain the right to disclose your information to our legal and other professional advisors in order to enforce our legal rights and comply with our legal obligations as well as if this is imposed on us by any law, legal process, litigation, and/or requests from public and governmental authorities empowered by Maltese law.

Save as provided for in this Privacy Policy, we do not sell, trade or otherwise transfer any Personal Data to third parties and where your Personal Data is processed by any third party, we will confirm with such third party that your Personal Data will be retained in conformity with the law.

DATA SECURITY

We take the security of your personal data very seriously and have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed, so as to safeguard its integrity and confidentiality.

The security measures we have implemented to ensure safe transmission and storage of personal data include using secure servers, firewalls, encryption, physical access controls at data centres, information access controls and use of back up systems. We also regularly review and, where practicable, improve upon these security measures.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

While we do our utmost to safeguard your personal data, no data transmission over the internet can be totally secure and therefore we cannot guarantee or warrant that no unauthorised access will occur.

YOUR RIGHTS

1. RIGHT OF ACCESS

You have the right to access all the personal data held and processed by EPA. We reserve the right to request proof of identity to process your request and will do our best to process the request as soon as possible.

2. RIGHT TO RECTIFICATION

You have the right to request modification of all the personal data held and processed by EPA. If you think we may hold details about you that are inaccurate or out of date.

3. RIGHT TO ERASURE ('RIGHT TO BE FORGOTTEN')

You have the right to request that we delete the personal data held and processed. This right is not absolute, and we may keep selected personal data when we are legally obliged to do so or if such data may be necessary for us to defend a legal claim.

4. RIGHT TO OBJECT

You have the right to object to the processing of your personal data and you may request to withdraw from all future activities and the removal of all personal data held and processed by us.

5. RIGHT TO DATA PORTABILITY

You have the right to move, copy or transfer your personal data from one organisation to another and to request from us a copy of your personal data.

6. RIGHT TO LODGE A COMPLAINT

All Data Protection enquiries/complaints should be sent to _____ <<ENTER EMAIL>>_____.

You also have the right to lodge a complaint with the Information and Data Protection Commissioner in Malta as the data protection supervisory authority: *Information and Data Protection Commissioner*, Level 2, Airways House, High Street Sliema SLM 1549, Malta, Tel: (+356) 2328 7100, Email: idpc.info@idpc.org.mt.

You may exercise all rights competent to you by contacting us using the e-mail and postal address found on this Website and/or application. No fee is normally required for you to exercise these rights, however, charges may apply if your requests are frivolous, repetitive and excessive – in which event we also reserve the right to refuse to comply. We normally try to process your requests within one month, but this period may be extended in the event that the request is particularly complex, if you have made a number of requests or if any information is required from you to be able to process your request.

RETENTION

We will not store personal data for longer than is necessary keeping in mind the purpose/s for which we first collected that data. We may also need to keep some of your personal data where we are obliged to do so in terms of legal, regulatory, tax or accounting requirements, or in order to protect ourselves against legal claims usually for a specified amount of time as set out in the relevant law.

Normally we only retain your personal data for as long as you retain a relationship with us or until you ask us to stop communicating with you, unless we have a valid reason to keep the information for a longer time.

For more information about our retention policy, please contact us at the postal or email addresses provided on this Website.

THIRD PARTY WEBSITES

Although occasionally we may post links to other websites, applications or hosting platforms which are operated by third parties that are outside of our control, your activities at those sites will be governed by the policies, practices and laws of those third parties. EPA is not responsible for such third parties and bears no responsibility for any personal data such third parties may collect on you. Information collected by third parties, which may include such things as location data or contact details, is governed

by the third party's privacy practices and not those of EPA. We encourage you to learn about the privacy practices of those third parties and to be aware that such third parties may retain or transfer any personal data they have collected on you outside of the European Economic Area (EEA).

CHANGES TO THIS PRIVACY POLICY

We may update this Policy from time to time and may update this policy according to our commercial requirements and legal obligations. It is your responsibility to access the 'Privacy Policy' page on a regular basis in order to make yourself aware of any changes that may be implemented by us from time to time.

COOKIES

This site and application use cookies.

What are Cookies?

Cookies are small files that are downloaded to your computer, to improve your experience. Cookies do so by enabling us to recognise your browser and capture and remember certain information. This website and application uses both persistent and session cookies. Cookies may be either "persistent" cookies or "session" cookies. A persistent cookie will be stored by the browser and will remain valid until its set expiry date (unless deleted by the user before the expiry date). A session cookie will expire at the end of the user session, when the web browser is closed.

How do we use Cookies?

Cookies allow us to improve and develop our website to ensure that you always have a positive experience on our website and application. Cookies allow us to note and keep track of any pages and adverts which you may have visited and the frequency of your visits, and this helps us to identify the most popular areas of our website and application.

How to Remove or Block Cookies?

The use of Cookies can be blocked from your respective web browser or by deleting Cookies previously installed from your respective web browser. However, bear in mind that blocking or deleting all cookies will have a negative impact on the usability of our Website and application.

If you have any questions pertaining to this Cookies Policy or any questions with respect to the use of Cookies, please contact us using the email or postal address provided on our Website and application.

Changes to this Cookies Policy

We may update this Cookies Policy from time to time and may update this policy according to our commercial requirements and legal obligations. It is your responsibility to access this page on a regular basis in order to make yourself aware of any changes that may be implemented by us from time to time.

GOVERNING LAW & JURISDICTION

Our Privacy Policy and Cookies Policy shall be governed by and interpreted in accordance with Maltese law and the Courts of Justice in Malta shall have exclusive jurisdiction over all claims or disputes arising in relation to or in connection with this website and application and their use.

