CONDITIONS OF USE OF BESTPILOT

USING BESTPILOT.COM WEBSITE MEANS ACCEPTANCE OF THE RULES CONTAINED IN THE DOCUMENT BELOW, INCLUDING USER’S LIMITS. CONDITIONS OF USAGE OF THE WEBSITE BESTPILOT.COM HAVE THE SAME EFFECTIVENESS AS PERSONALLY SIGNED AGREEMENT. IF YOU DO NOT AGREE WITH THIS TERMS, STOP USING BESTPILOT.COM WEBSITE.

WEBSITE IS PROTECTED BY THE COPYRIGHT, PROPERTY LAW AND OTHER APPLICABLE LAW REGULATIONS. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS BELONG TO WEBSITE, SERVICE PROVIDER OR OTHER THIRD PARTY ENTITLED.

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1. GENERAL ASSUMPTIONS

1.1. This document defines the conditions of use of the website bestpilot.com. Regulations and other documents and information, defines especially conditions of concluding and terminating contracts of provision of e-services available on bestpilot.com; visitors’ rights and responsibilities; limitation in usage of website and complaint procedure.

1.2. Definitions used in the Regulations:
1.2.1. SERVICE PROVIDER – bestpilot.com owner: EVIONICA (address: Al. Stanów Zjednoczonych 51 lok. 620, 04-028 Warsaw, registered in Central Registration and Information on Business; NIP: 5441426877; REGON: 147066893; e-mail: office@bestpilot.com).
1.2.2. WEBSITE – Service Provider website: https://www.bestpilot.com
1.2.3. REGULATIONS – this regulations, defining the rules of use of the website
1.2.4. REGISTRATION FORM – form accessible on the website, allows creating User account
1.2.5. REGISTRATION – process of creating the account
1.2.7. USER – a person with full legal capacity, which (1) registered on the Website, (2) registered on the Website via Facebook or (3) registered on the website via Google
1.2.8. E-SERVICE – service provided electronically by Service Provider to a User via website.
1.2.9. ACT ON CONSUMER RIGHTS – Act On Consumer rights as of 30 May 2014 (Journal of Laws 2014 item 827 as amended)

2. E-SERVICES ON THE WEBSITE

2.1. Website contains following e-services:
2.1.1. User’s account – usage of the account is possible after registration, which consists of two steps – (1) filling in the registration form, (2) clicking on the action button. In registration form it is indispensable to enter User data - e-mail address and password.
2.1.2. User has a possibility to create a free account and use it according to this regulations.
2.1.3. User has a possibility to publish information and opinions on Approved Training Organizations (ATO), cataloged according to the countries or training types. The Service Provider does not charge for opinions and comments posted on the website.
2.1.4. User has access to notifications about new trainings and special offers.
2.1.5. User has a possibility to book a trainings in ATO, which are available for booking.
2.1.6. User has possibility to delete User's account any time, with all the data stored on the account (resignation from the account). To resign User has to deactivate account or send proper request to Service Provider via e-mail on address: office@bestpilot.com or via mail: Al. Stanów Zjednoczonych 51 lok. 620, 04-028 Warsaw.

2.1.7. User is obligated to use the website in accordance to the law and decently, whereas respect of personal rights, copyright and intellectual property Service Provider and third parties. User is obligated to enter the data consistent with the truth. It is forbidden to deliver illegal content.

2.1.8. Service Provider has right to charge fees for any services provided within the website, and at the same time undertakes to inform about the changes in advance.

3. TERMS OF SERVICE

3.1. In order to use e-services available within the website, User should meet the following technical conditions:

3.1.1. Have access to the Internet

3.1.2. Have updated web browser (e.g. Firefox, Chrome, Safari, IE, Opera)

3.2. Everyone has access to information and opinions published on the website and usage of the trainings searching engine.

3.3. Everyone can book training via Reservation Form.

3.4. User has also possibility to:

3.4.1. Review Approved Training Organizations

3.4.2. Use the notification service for new courses and special offers

3.4.3. Ask questions to bestpilot employees

3.5. Service Provider has a right to temporarily suspend services because of modernizing and redevelopment of the Website or maintenance work on the IT system.

3.6. Service Provider in not responsible for e-service interruptions.

4. REGISTRATION AND LOGGING

4.1. Conclusion of the agreement for providing e-services occurs via (1) registration in service, (2) registration in service via Facebook or (3) registration in service via Google.

4.2. Conclusion of the agreement means agreeing to all the terms hereof without the need to submit additional statements.

4.3. Agreement for providing e-services is concluded for an indefinite period of time.

4.4. In order to register, User has to fill in the registration form, which is accessible on the website http://bestpilot.prj8.pl/site/signup. User name is attached to one’s reviews.

4.5. In case withdrawal of consent to any of conditions contained in the Regulations, User is obliged to immediately remove account or send proper notification to Service Provider.

4.6. Service Provider consign Users access to their own personal data and allows to correct them.


4.8. It is forbidden for User to have more than one account.

4.9. It is forbidden for User to shear account with third parties.

4.10. Either party may terminate the agreement on providing e-services without cause and with immediate effect.

4.11. It is forbidden to use third parties' accounts.

4.12. Service Provider has a right to terminate the agreement on providing e-services via removing Users account, if User activities is illegal, incompatible with regulations conditions.

4.13. Service Provider has a right to modify service, tools or website, including deleting all stored data, cessation, moving service or taking any lawful action connected with website. User is not entitled to any claims.

5. REVIEWING APPROVED TRAINING ORGANIZATIONS

5.1. User name is attached to written comment.

5.2. Reviews may concern only Approved Training Organizations, in which User has attended to training.

5.3. Opinions on Approved Training Organizations can be based only on User's personal experiences. Opinions cannot be based on third parties relations, excluding minors.

5.4. It is forbidden to add more than one opinion by one User to one training.

5.5. It is forbidden to put marketing and advertising content in opinions.

5.6. It is forbidden to manipulate marks and reviews. Approved Training Organization cannot review itself.
5.7. It is forbidden to publish comments, which are not true.

5.8. Information, opinions and comments cannot be against the law, personal interests or principles of social coexistence. It is forbidden to use vulgarisms, abusive expressions, use of nicknames referring to private sphere, calling for violence and hatred.

5.9. User declares that his comment is truthful.

5.10. Service Provider has a right to refuse publishing opinions, comments or information and delete already published opinions and comments if they are inconsistent with the conditions of regulations or law. In case of deleting the opinion, comment or information User is not entitled to any claims.

5.11. Service Provider is not responsible for information, comments and opinions published by Users.

5.12. Service Provider has a right to demand e-mail address from User, who wants to add a comment.

6. COMPLAINT PROCEEDING

6.1. Service Provider will make any effort to provide proper functioning of the website and will help solving any problems connected with its functioning.

6.2. Complaints, objections and comments may be reported by User:

6.2.1. Via mail: Al. Stanów Zjednoczonych 51 lok. 620, 04-028 Warszawa;

6.2.2. Via e-mail: office@bestpilot.com;

6.3. Complaint is considered within 21 days. If the deadline cannot be met, Service Provider notifies in advance and appoint another term.

6.4. Service Provider has a right to leave complaint unconsidered, if it is a result of unknowing the regulations or law. Complaints containing vulgar or offensive content, will not be considered.

7. RESPONSIBILITY

7.1. User is responsible for security and confidentiality of his password. Service Provider is not responsible for unauthorized access to Users account by third parties. In case of suspicion leakage of the User password to third parties, User should immediately change password or contact Service Provider.

7.2. Service Provider is not responsible for defects in offered products and services. Service Provider is also not responsible for consequences of failure to perform or improper performance contracted by anyone, via the Website, liabilities and legal capacity of these people.

7.3. Service Provider does not guarantee proper functioning of the website.

8. ADDITIONAL PROVISIONS

8.1. Service Provider has a right to terminate the agreement for providing e-services with immediate effect and without indicating causes by sending to User a proper statement.

9. FINAL PROVISIONS

9.1. Agreements contracted via website are in English or Polish and they are compatible with Polish law.

9.2. Any disputes concerning regulations will be settled under Polish law.

9.3. These regulations are the entire agreement between the Service Provider and the User, and replaces all previous agreements and statements written or oral, relating to the matters set out in these regulations.

9.4. If any of the conditions of Regulations is invalid, other conditions are still operating. Service Provider and User commit to replace invalid conditions with conditions, which legal force is similar.

9.5. Service Provider has a right to change the Regulations. After changes, User is informed about changes and has 10 days, from the day he was informed, to terminate the agreement, otherwise regulations still applies.

9.6. In matters not regulated herein The Civil Code; Act of 18 July 2002 r. (Journal of Law 2002 item 1204 as amended) and applicable provisions of Polish Law are applied.