RECURRENT · EUROPEAN ECONOMIC AREA

Training Centre Terms

Version 0.4 · November 5, 2026 · European Economic Area addendum version 0.3
https://recurrentaero.com/legal/en/EEA/operator-terms

Pre-launch version
Pre-launch version 0.4. These terms take effect for a training centre on the date it signs or accepts them, and for all other users on the date the service opens. No payments are taken under this version yet.

Section 1. Parties, Definitions and Acceptance

1.1 These Training Centre Terms (the "Terms") govern the relationship between the training centre that accepts them, which offers flight simulator (FSTD) time, courses and related training on Recurrent, and Nivorbit Teknoloji Limited Şirketi ("Nivorbit", the "Platform Operator"), which operates the Platform. The Training Centre and the Platform Operator are each a "Party" and together the "Parties".

1.2 In these Terms:

- **"Booking"** means a Buyer's booking of a Session or package made through the Platform.
- **"Business Day"** means a day other than a Saturday, a Sunday or an official public holiday in Türkiye.
- **"Buyer"** means a pilot, airline or training organization that buys from a Training Centre through the Platform.
- **"Cancellation and Refund Policy"** means the Cancellation and Refund Policy.
- **"Centre Admin"** means the person who accepts these Terms for the Training Centre and manages its team and permissions in Manager.
- **"Commission"** means the fee worked out under Section 5.2 at the rate in Annex A.
- **"Due Date"** means the payment day defined in Section 5.4.
- **"Platform"** means the Recurrent service.
- **"Regional Addendum"** means whichever of Addendum TR, EEA, UK or World applies to the place where the Training Centre is established.
- **"Session"** means flight simulator time, a course session or training offered by a Training Centre on the Platform for a specific date and duration.
- **"Training Centre"** or **"Centre"** means a business that lists devices, offers, courses or packages on the Platform and sells them to Buyers.

1.3 The Terms of Use also apply to the Training Centre. Where the two differ for a Training Centre, these Terms prevail.

1.4 These Terms consist of a master text and a Regional Addendum. The Regional Addendum completes or changes the master according to where the Training Centre is established. The acceptance record keeps the version of the master and of the Regional Addendum together.

1.5 The Centre Admin accepts these Terms by declaring that they are authorised to bind the Training Centre. The acceptance is recorded with the user, the organization, the version of the text, the version of the Regional Addendum, the time and the IP address, and a copy is sent by e-mail. No sale is possible until these Terms are accepted. A material new version needs acceptance again.

1.6 Contact: contact@nivorbit.com

Section 2. Company Verification (KYB)

2.1 Before a Training Centre sells, the Platform Operator verifies the business. Verification covers its registration, its authorised representatives and its beneficial owners.

2.2 A payout account may be connected before verification is complete. Listings are bookable only once the Training Centre is verified.

2.3 The Platform Operator may ask for further documents at any time and may pause sales while a check is open.

2.4 A Training Centre in a country cannot be listed until that country has passed the Platform's tax check.

Section 3. Devices, Qualifications and Listings

3.1 The Training Centre declares each device's qualification (authority, level, certificate validity) and uploads the certificate. The Platform Operator reviews documents and marks the ones it accepts as "Document reviewed". The badge is not an authority approval.

3.2 The Training Centre is responsible for the accuracy and currency of its documents and statements. Direct loss that the Platform Operator suffers from a false or forged document is borne by the Training Centre in case of fraud or gross negligence. In other cases the liability limit in Section 9 applies.

3.3 A device whose qualification has lapsed is not bookable until a valid certificate is recorded. The Training Centre must tell the Platform Operator at once of any restriction, suspension or withdrawal.

3.4 Prices, Sessions, what is included (instructor, examiner, room) and the cancellation policy are set by the Training Centre within the options the Platform offers, and are shown to Buyers before they book. This choice cannot reduce the full refund in the Cancellation and Refund Policy on a Training Centre cancellation, or the Buyer's legal rights. The Training Centre must honour the terms shown when a Booking is confirmed.

3.5 The Training Centre must mark its service correctly as "training" or "leisure". If the Platform showed the kind definitions on the listing screen, the consequence of a wrong choice is the Training Centre's; if it did not, it is the Platform Operator's. The consequence, including a longer period, of showing the right kind wrongly or of not giving the information is the Platform Operator's.

3.6 The Platform Operator is not a training organisation, an FSTD operator or an authority. The Training Centre gives the training, the assessment, the certificate and the training record. Device level, approval and credit information rests on the Training Centre's declaration and documents.

Section 4. Bookings and Cancellations

4.1 The Training Centre must answer requests within the time shown to the Buyer. A request not answered in time lapses and nothing is charged.

4.2 If the Training Centre cancels a confirmed Booking, the Cancellation and Refund Policy applies: full refund, alternatives, and credit by the class of the reason. The cancelling Training Centre funds the credit.

4.3 **Cancellation class and score.** The Training Centre chooses the reason and the Buyer sees it. For the "outside control" class the Training Centre must provide a document; without one, the cancellation is treated as an "operational disruption". The Platform Operator may change a clearly inconsistent statement, giving reasons; the Training Centre has 3 Business Days to reply. The Buyer may object to the class within 7 days. A documented outside-control cancellation does not affect the reliability score; an operational disruption counts at half weight. The scoring criteria are described in an annex to these Terms.

4.4 Device faults are recorded on the Platform as they happen.

4.5 **Mandatory refund.** If a refund to the Buyer is due under mandatory law or a decision of an authority, the Training Centre is the debtor and accepts this in these Terms as a recorded term. The Platform Operator will refund the Buyer to the same payment method within 14 days at the latest and will offset the amount from the Training Centre's payments under Section 5.3. No Commission is taken on the refunded part. The Platform Operator bears the provider's non-refundable processing fee.

Section 5. Payment, Commission, Offsets and Holds

5.1 Buyers pay through the Platform. Payments are taken and passed on through a licensed payment service provider; the providers are named on the Sub-processors page. The Buyer's payment ends their payment debt to the Training Centre at the moment of payment. Amounts not yet passed to the Training Centre are tracked in the Platform Operator's records separately from its own income and used only for refunds, payments to the Training Centre, Commission and the offsets listed in this Section. A refund to the Buyer does not wait for the Training Centre's balance.

5.2 Commission is worked out on the net amount payable to the Training Centre (excluding VAT, after refunds and credits) at the Annex A rate, plus VAT.

5.3 **Offsets.** The Platform Operator will offset from the Training Centre's payments only (i) Commission, (ii) the results of settled refunds, no-shows, mandatory refunds and disputes, and (iii) credits the Training Centre funds. The items and their basis are shown in the monthly statement. If the balance goes negative, the Training Centre has 10 days to pay. The Platform Operator's records are the basis; the Training Centre may show otherwise with documents, and a breakdown of the records is given on request.

5.4 **Payment day and Due Date.** The Training Centre is paid in a weekly round every Wednesday (the next Business Day if it is not one). The price of a Session is paid in that round if on that day all three of the following conditions are met:

- (a) the Session is completed;
- (b) the 7-day objection period has ended and there is no open objection;
- (c) the Buyer's payment has become available, after value date, in the Platform Operator's account or its balance at the provider.

The first Wednesday on which the conditions are met is the Due Date. The Due Date is never more than 30 days after the Session; payment is made even if (c) is not met. If the Training Centre has not closed the Session, (a) is not met and payment waits for the closing; the Platform Operator charges the Buyer nothing for this. The Due Date is postponed only while a cardholder's chargeback with the bank, a

documented hold by the bank or payment institution, a fraud or AML review, or a court or authority request lasts. The Platform Operator will state the reason and the date it knows. The rule in this Section 5.4 is the same for all Training Centres.

5.5 **The Buyer's debt.** The Buyer's payment through the Platform ends their debt to the Training Centre at the moment of payment. The Platform Operator's debt to the Training Centre is separate and is subject to the Due Date in Section 5.4. Condition (c) fixes only the time and does not remove the claim.

5.6 **Open objection.** Only the amount of the Session in dispute is held; the other amounts are paid when due. The held amount is subject to the 45 days in Section 5.11, not the 30-day limit. The periods do not add up. The Due Date of a resolved amount is the first Wednesday after the decision.

5.7 **Objection after payment.** A refund, mandatory refund or card dispute that is settled on an amount already paid is deducted from later payments under the closed offset list in Section 5.3. For the part that cannot be deducted the Training Centre has 10 days. A refund to the Buyer does not wait for the Training Centre's balance. If the objection rests on the Platform Operator's error, nothing is offset. The card's dispute fee is not passed to the Training Centre unless the Training Centre is at fault.

5.8 **Currency and fees.** Payment is made in the currency in which the Training Centre set its price. If the Buyer paid in another currency, the conversion risk and fee are the Platform Operator's. If the Training Centre asks for its account in another currency, the provider's rate applies, the Platform Operator adds no margin and the rate is shown in the statement. The card processing fee is included in the Commission.

5.9 **Late payment.**

- (a) The Training Centre will notify an overdue amount in writing. The Platform Operator will pay within 5 Business Days of the notice or state its reasoned objection.
- (b) If the amount is not paid, the Training Centre may stop its new sales. If the delay exceeds 15 days, the Training Centre may terminate without penalty or damages.
- (c) Where the Platform Operator is responsible for the delay, statutory late-payment interest runs from the Due Date.
- (d) Where the Platform Operator cannot be held responsible, such as a delay by a bank, payment institution, authority or force majeure, no default arises. The Platform Operator will state the reason and the date it knows and will make a written request to the provider within 5 Business Days.

5.10 **Invoicing.** The Training Centre issues the invoice for the training to the Buyer in its own name, within the legal period. The invoice is linked to the Session record on the Platform through a connected e-invoice integration or by uploading the PDF and invoice number; the Buyer downloads it there. The Platform's Session record is not an invoice. The Platform Operator invoices the Training Centre for Commission. The period to object to the monthly statement and the Commission invoice, and to ask for a clear accounting error to be corrected, is in the Regional Addendum.

5.11 **Holds.** When a dispute is opened, only the amount of the Session in dispute is held.

- (a) The other side replies within 5 days.
- (b) The Platform Operator decides, with reasons, within 15 days at the latest from the end of the reply period.
- (c) Either side to the dispute may ask for review within 10 days of the decision. The review ends within 10 Business Days.

- (d) A hold does not exceed 45 days, except for a cardholder's chargeback, a documented hold by the payment institution, a court, arbitration body or authority request, and a fraud or AML review. If no decision comes in that time, the amount is paid to the Training Centre.
- (e) If a decision for the Buyer comes later, the Platform Operator will refund without delay and offset the amount against the Training Centre's later payments, claiming from the Training Centre any part that cannot be offset.
- (f) The period running out does not remove the Buyer's right.

5.12 **No-show.** When a no-show is marked, the Buyer gets an e-mail and a notification. The 7-day objection period starts when the notice is sent. The fee is not paid to the Training Centre before the period ends. If the Buyer objects, the Training Centre must provide the check-in record. If a no-show Session is resold for the same time, the fee for the resold part is refunded to the Buyer.

Section 6. Tax

6.1 Commission is exclusive of tax. The Training Centre is responsible for its own taxes and invoices.

6.2 For legal reporting the Platform Operator asks for a tax ID, an address, a date of birth or incorporation and account details. It uses them only for verification and reporting.

6.3 After two reminders and 60 days without the information, payment is held, as far as the law allows, until the information arrives.

6.4 In a country that has passed the check, statutory withholding on Commission is deducted from the Commission. The Platform Operator obtains the withholding certificate and the Training Centre pays nothing extra.

Section 7. Suspension and Ending

7.1 Either Party may end these Terms with 30 days' notice, and at once if the other Party becomes bankrupt, applies for a composition with creditors or enters liquidation.

7.2 The Platform Operator may suspend sales or payments only in these cases: (a) failed KYB, (b) a device whose qualification has ended, for that device, (c) a request from a legal authority, (d) a serious breach not corrected within 10 Business Days, (e) fraud or a misleading document, (f) sanctions or AML requirements, (g) a security or safety incident, (h) a request from the payment service provider, (i) non-payment of a debt that is due. In cases (e) to (h) no time to correct is given.

7.3 Unless the law forbids it, a suspension is notified in writing when it is applied, with its reason and the conditions for lifting it. Its scope is limited to the device, Booking or amount concerned. The Training Centre may object within 5 Business Days. When the reason ends, payment is passed on at once. If the suspension exceeds 60 days, the Training Centre may terminate.

7.4 **Account closure and export.** On termination the Training Centre may export its data in a machine-readable format within 30 days. After that, data that need not be kept by law is deleted.

7.5 Confirmed Bookings go ahead. If the reason for the suspension is that a device's qualification ended, Bookings on that device count as Training Centre cancellations.

7.6 **The Training Centre leaving.**

- (a) Confirmed Bookings are performed if they fall within the notice period; the rest count as Training Centre cancellations.
- (b) If the Training Centre terminates because of a material change or a transfer, Buyers get a full refund for Bookings not performed. No credit is given and the score is not affected.
- (c) If termination rests on a settled breach by the Platform Operator, the Buyer also gets the credit in the Training Centre cancellation table. The Platform Operator funds that credit, limited to the Commission of the 12 months before the event.
- (d) Even after the relationship ends, the Training Centre will apply the Cancellation and Refund Policy to confirmed Bookings. The Training Centre's own general terms cannot reduce these provisions.

Section 8. Changes

8.1 A change to the Commission rate, payment and holding periods, cancellation and credit obligations, dispute procedure or liability rules will be notified to the Centre Admin by e-mail at least 30 days before it takes effect, showing the old and new text and the date.

8.2 The Training Centre may terminate in that period without penalty or compensation. An increase in the Commission rate does not apply to the Training Centre unless it accepts the new rate in Manager; a Training Centre that does not accept it stops making new sales from the effective date.

8.3 A change does not affect Bookings confirmed before it takes effect.

8.4 Changes required by law may be made sooner as far as needed.

8.5 A Regional Addendum may require a longer or a shorter notice period.

8.6 Earlier versions stay on this page.

Section 9. Limit of Liability

9.1 Each Party's liability, except for intent, gross negligence and what the law does not allow to be limited, is limited to the total Commission paid to the Platform Operator in the 12 months before the event, and is at least the minimum amount in the Regional Addendum.

9.2 For personal data and privacy breaches the limit is three times the amount in Section 9.1 and not less than the minimum in the Regional Addendum.

9.3 The limits do not cover the duties to refund, to fund credits, to pay Commission and offsets and to pay a held amount, nor the Platform Operator's duty to correct its wrong payments.

Section 10. Data

10.1 The Training Centre and Nivorbit are separate controllers for performing the Booking. The Training Centre must not use Booking data for any other purpose, in particular marketing.

10.2 Where Nivorbit processes personal data on the Training Centre's instructions, the Data Processing Agreement applies.

10.3 A data breach is notified to all Training Centres within 48 hours at the latest.

10.4 The sub-processors are published on the Sub-processors page. A change is announced 30 days ahead. On a reasonable objection the Training Centre may terminate without penalty.

10.5 Medical certificate details are deleted or anonymised after the account or Booking is closed, unless a statutory retention duty applies. The periods are in the Privacy Policy.

Section 11. Confidentiality, Names and Logos

11.1 Each Party will use the commercial, financial and technical information it receives only for the purposes of these Terms and will not disclose it except as the law requires. This duty lasts 5 years after the relationship ends.

11.2 Legal requests, authority notifications, dispute resolution and KYB or AML duties are outside this duty.

11.3 The Training Centre's name and logo are shown on the Platform to provide the service. Beyond that, neither Party may use the other's name as a reference without written approval.

Section 12. Force Majeure

12.1 A Party is not liable for an obligation it cannot perform while events beyond its reasonable control (natural disaster, war, epidemic, an official decision) last. It must give written notice within 5 Business Days.

12.2 The expiry of a certificate or qualification, staff shortage and system failure are not force majeure.

12.3 This Section does not affect the Buyer's rights under the Cancellation and Refund Policy.

Section 13. Assignment and Contracting Party

13.1 The Training Centre may not assign its rights without the Platform Operator's written approval.

13.2 If the business is transferred, the taker is bound by these Terms. Bookings confirmed before the transfer, held amounts, credits and open disputes continue on the same terms.

13.3 The name, country and payment service provider of the taker will be notified at least 30 days before the transfer. The Training Centre may terminate without penalty or compensation within 60 days of the transfer taking effect.

13.4 The transferor stays jointly liable with the taker for duties that arose before the transfer, for 12 months.

13.5 At opening the contracting party is Nivorbit Teknoloji Limited Şirketi. A change of party is announced 30 days ahead.

Section 14. Sales Outside the Platform (Circumvention)

14.1 For 12 months the Training Centre may not sell outside the Platform, for the same service, to a Buyer it met through the Platform.

14.2 On breach, and as far as the law allows, the Training Centre will pay the Commission on the circumvented Booking and the same amount again.

14.3 Work outside the Platform started at the Buyer's own request is not covered.

Section 15. Sanctions and Export

15.1 Each Party will comply with the sanctions and export control rules that apply to it.

15.2 The Training Centre declares that it is not on sanctions lists, does not act from a prohibited region, and, as far as it knows and could find out with reasonable care, is not controlled by anyone on a list. The Training Centre obtains its own export licence. The Platform lists only civil FSTDs and civil training.

15.3 **Screening.** A country block applies to everyone. For Training Centres, the legal entity, beneficial owners and directors are screened, and a match goes to manual review.

15.4 If a law or a mandatory rule of the payment provider requires it, the Platform Operator may stop or cancel a transaction or hold a payment. Unless the law forbids it, the Platform Operator will tell the basis with reasons and how to object. A hold continues only while the basis lasts and is reviewed every 30 days.

15.5 Such a cancellation is not a Training Centre cancellation: no credit, no effect on the score.

15.6 For a wrongful stop in the Platform Operator's own screening, not based on a law or a mandatory provider rule, statutory interest runs on the late payment to the Training Centre. For a mandatory block by a third party no interest runs; the Platform Operator will tell the Training Centre the status and the date, if known.

Section 16. Governing Law, Jurisdiction and Language

16.1 These Terms are governed by Turkish law.

16.2 For a Training Centre in Türkiye the courts of Türkiye have jurisdiction, as the Regional Addendum states. For a Training Centre outside Türkiye, jurisdiction and dispute resolution are in the Regional Addendum.

16.3 In Türkiye the Turkish text binds; outside Türkiye the English text binds.

Section 17. Training Centre Rights: Notice, Reasons, Ranking, Complaints

17.1 This Section applies to all Training Centres.

17.2 **Notice of change.** The standard notice is 30 days. It is never shorter than 15 days; a shorter period applies only where the law requires it and as far as needed.

17.3 **Restriction and suspension.** The reasons are given at the latest when the restriction or suspension takes effect. When the whole service is terminated, the reasons are given 30 days before. Statutory exceptions are kept.

17.4 **Ranking.** The main parameters of ranking in listings, including the reliability score, are explained to the Training Centre.

17.5 **Complaints.** There is a free complaint route. Receipt is acknowledged within 5 Business Days. A reasoned result is given within 15 days.

Section 18. General Provisions

18.1 **Acceptable use.** The Training Centre must not use the Platform for unlawful purposes, try to bypass security or collect data by automated means, or upload false documents.

18.2 **Intellectual property and content.** Software, design and marks belong to the Platform Operator or its licensors. Content the Training Centre uploads (photos, documents, promotional text) stays with the Training Centre; the Training Centre grants the right to use, store and display it as needed to provide the

service. The Platform Operator may use feedback free of charge and without time limit; data that identifies a person and trade secrets are not covered.

18.3 **Beta.** Features marked beta are provided "as is", may change and may be removed. A paid decision must not be based on a beta function.

18.4 **Accessibility and support.** The Platform is provided with reasonable care; there is no promise of uninterrupted access or of a service level. Planned maintenance is announced in advance. Support is given by e-mail and answered within a reasonable time on Business Days.

18.5 **Notices.** Notices are sent to the e-mail address on the Centre Admin's account or inside the Platform; sending them is service. Keeping the address current is the Training Centre's duty.

18.6 **Entire agreement and severability.** These Terms, the Terms of Use, the Cancellation and Refund Policy, the Data Processing Agreement and any signed Commercial Agreement are together the whole agreement. If a provision is invalid, the others continue.

18.7 **Independent parties.** The Parties are independent businesses. These Terms do not create a partnership or employment relationship between them. Neither Party may bind the other except under the powers these Terms expressly give. This Section does not change the payment, refund, cancellation and decision flow in Sections 4, 5 and 15.

Annex A (Commission)

Marketplace 10%, last-minute 12%; Operator Pro 8% and 10%; contracted customer 0%. Rates exclude VAT.

Training Centre Terms: Addendum EEA

This addendum completes the master text of the Terms for Training Centres established in the European Economic Area (EEA). If the two conflict, this addendum prevails.

EEA-1. Liability limit

The minimum amount in Section 9 of the master is EUR 5,000 or the equivalent. For personal data and privacy breaches the minimum is EUR 15,000 or the equivalent.

EEA-2. Objection periods

An objection to the monthly statement and the Commission invoice must be made within 30 days. Correction of a clear accounting error can be asked for within 12 months.

EEA-3. Law and dispute resolution

Turkish law applies. The Parties will first negotiate for 30 days. If that fails, the dispute will be settled by ICC arbitration: seat Istanbul, language English, one arbitrator. Courts remain open for interim relief. For a claim under EUR 25,000 the claimant may go to the court of the defendant's place of residence instead of arbitration.

EEA-4. Platform operator and data

The Platform is operated by Nivorbit Teknoloji Limited Şirketi (Sarıcaeli Köyü, Sarıcaeli Küme Evleri No: 29 İç Kapı No: 109, Merkez / Çanakkale 17100, Türkiye), which is also the controller of personal data; contact: contact@nivorbit.com. Personal data transfers follow the matching addendum to the Privacy Policy.

EEA-5. Language

The English text binds. Mandatory local language rules are kept.