Terms of Use

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

These General Terms ("Terms") govern the use of the Recurrent web applications (Book and Manager), the mobile app and the services connected to them (the "Platform"). The Platform is operated by Nivorbit Teknoloji Limited Şirketi ("Nivorbit", "we", "us"). By creating an account, making a booking or offering services on the Platform, you accept these Terms.

Summary of these Terms

- **What we do.** We bring you and the training centre together. We run the booking, payment, cancellation and dispute processes.
- **Who gives the training.** The training centre. The service contract is between you and the centre. We are not a party to it.
- **When price and rules are known.** The price, taxes, cancellation policy, no-show fee and any deposit are shown at booking. Changes the centre makes after a booking is confirmed do not affect that booking.
- **What if I cancel?** The service contract is between you and the centre. The centre's cancellation terms are shown on the listing and at checkout before you pay, and they decide how much you get back (this can be "non-refundable"). If the centre cancels, you get back everything you paid. Details are in the Cancellation and Refund Policy.
- **Your country's rules.** The mandatory consumer rights of your country of residence always stay.

This summary is a guide and does not replace the Terms. The text below is the binding text.

How these Terms apply to you

This text has a master and a regional addendum. The master applies to everyone. The addendum (Addendum TR, EEA, UK or World) completes or changes the master for your country. The top of the page says which addendum applies to you. If the master and the addendum conflict, the addendum prevails. Your acceptance record keeps the version of the master and of the addendum together.

1. Parties and definitions

- **Operator:** Nivorbit Teknoloji Limited Şirketi, Sarıcaeli Köyü, Sarıcaeli Küme Evleri No: 29 İç Kapı No: 109, Merkez / Çanakkale 17100, Türkiye.
- **Central registry (MERSİS) no.:** 0631151313600001
- **Trade register:** Çanakkale Ticaret Sicili Müdürlüğü, no. 9575

- **Tax office and number:** Çanakkale Vergi Dairesi, 6311513136
- **Contact:** contact@nivorbit.com
- **User:** an individual registered on the Platform (for example a pilot or an instructor) or a person acting for an organization.
- **Buyer:** an individual pilot or an organization (an airline, a training organization) booking sessions, courses or packages on the Platform.
- **Consumer:** an individual acting for purposes outside a trade or profession.
- **Training centre:** a business offering flight simulator (FSTD) time and related training on the Platform, after passing our company verification (KYB).
- **Session:** the training a training centre provides on a given device in a given time slot.

2. The Platform's role: we are an intermediary, the centre gives the training

Nivorbit is an **intermediary service provider** that brings buyers and training centres together. The **training centre** provides the training. The centre is responsible for the device's suitability, the instructor, the content and the aviation authority's requirements. The service relationship formed by a booking is between the buyer and the training centre. Nivorbit is not a party to that relationship, but runs the booking, payment, cancellation and dispute processes under these Terms.

Seller identity. Before a booking is confirmed, you see the name, address and contact details of the training centre providing the service. The centre's name may be hidden in listings, but it is always shown to you before payment and on the confirmation document.

Subscriptions. For subscriptions the Platform sells directly (Pilot Pro), the seller is the Platform. The rules are in the Subscription Terms.

Document badge. Device, certificate and qualification information is declared by the centres. We review uploaded documents and mark the ones we accept as "Document reviewed". The badge means the documents were reviewed as uploaded. It is not an approval by an aviation authority and not a guarantee.

Aviation. The Platform is not a training organisation, an FSTD operator or an authority. The centre gives the training, the assessment, the certificate and the training record. Device level, approval and credit information rests on the centre's declaration and documents and is not presented as an authority approval. Information from the standards register is shown with its source and update date; information without a source and date is not shown. If register information is wrong, the Platform bears the consequence. It is for you to check with your authority and the centre whether a session counts for your licence or privileges.

3. Your account and security

- You give accurate, current and complete information and keep it up to date.
- You may sign in with Google, Apple or your organization's single sign-on (SSO). You keep your credentials confidential and tell us at once about unauthorised use.
- A person acting for an organization confirms that they are authorised to bind it. Rights inside an organization follow its groups and permissions.

- You must be 18 or older to open an account.
- **Account closure and export.** Before you close your account, or within 30 days after, you may export your data in a machine-readable format. After that we delete data that does not have to be kept by law (booking, payment and invoice records, for example). The periods are in the Privacy Policy.

4. How bookings work

1. The buyer sends a request for the chosen session. Depending on the centre's rule, it is confirmed at once or goes to the centre for approval. The centre may ask for documents, hold the request or decline it.
2. The price, taxes, cancellation policy, no-show fee and any deposit are **shown at booking**. The price shown to a consumer is the total including taxes. These terms apply as they stood when the booking was first confirmed; later changes do not apply retroactively. The no-show fee is shown before payment.
3. The buyer is responsible for the pilot attending holding the required licence, medical certificate and documents. The Platform may show some documents for an eligibility check; that check is for information only.
4. On the day of the session, check-in uses the session pass the Platform shows.

5. Payment and the status of money

- Payments are taken through a licensed payment service provider. Your card details never reach Nivorbit's servers.
- If the session is less than 7 days away, your card is authorised on request and charged when the centre confirms. If the centre does not answer in time, the authorisation is released and nothing is charged.
- If the session is more than 7 days away, your card is saved and charged 7 days before the session. The date and amount are shown on the payment screen and in the confirmation e-mail. If the charge fails, we tell you and give you at least 24 hours to update your payment details. If payment is still not received, the session is released; no extra fee is charged, nothing is paid to the centre and no commission is taken.
- The buyer's payment ends their payment debt to the centre at the moment of payment. Amounts not yet passed to the centre are tracked in the Platform's records separately from our own income and used only for refunds, payments to the centre, commission and the offsets counted. A refund to the buyer does not wait for the centre's balance.
- Corporate buyers may pay on account as agreed with the centre.
- Refunds go back to the payment method. Credits can only be used on the Platform, in the same currency and before they expire; they cannot be exchanged for cash.

6. Cancellation, alternatives, no-shows and disputes

The rules are in the Cancellation and Refund Policy. In short: when the buyer cancels, the centre's tiered policy shown at booking applies. When the centre cancels, the buyer gets back everything paid, and an alternative session or credit is offered where it applies. For a session not attended, the centre's no-show

fee applies.

Decision on a dispute. The Platform decides on payment and refund, with reasons, based on the parties' evidence and the Platform's records. The decision does not limit the buyer's right to go to a consumer arbitration body, a consumer court or another legal route.

7. Training centres' obligations

A training centre confirms that:

- its company and device information is accurate and current;
- its devices have the stated characteristics and qualifications;
- it will deliver training in line with the rules and authority requirements;
- it will keep to session times; and
- it will handle cancellations, faults and no-shows through the Platform.

Commission and payout terms are in the Operator Terms.

8. AI assistant

The assistant makes suggestions for searching, booking and document tasks. It is for you to check them. The assistant never takes a binding action for you; every action needs your confirmation. Its answers may be wrong; for aviation rules and training requirements, use the competent source. The provider that runs the assistant is named on the Sub-processors page. What information is sent to the assistant is described in the Privacy Policy. Features marked beta are provided "as is", may change and may be removed; do not base a paid purchase on a beta function.

9. Unacceptable use

You may not use the Platform for unlawful purposes, use another person's account, upload false documents, try to defeat its security, scrape data or disrupt the service. If these rules are broken, we may suspend or close the account or a feature. Except for urgent security and legal necessity, we give the reasons before a suspension and 5 business days to object. A suspension does not affect paid bookings or refunds.

10. Intellectual property

The Platform's software, design and trademarks belong to the operator or its licensors. Content you upload (photos, documents) remains yours. You grant us the right to use, store and display it only as needed to provide the service. We may use feedback you give free of charge and without time limit; data that identifies you and your trade secrets are not covered.

11. Liability

- The delivery, quality and outcome of the training are the centre's responsibility.
- Except for intent or gross negligence, Nivorbit is not liable for indirect loss, loss of profit or loss of data. Our liability for direct loss is limited to the commission we received for the booking concerned.

- This limit does not apply to withholding of payments, refunds and loss caused by our own fault toward a consumer, or to rights that cannot be limited by law. It does not limit the buyer's rights against the training centre.
- 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. Maintenance, faults or outages at third-party services (payments, notifications) may cause delays. This item does not limit your rights under the law.

12. Sanctions and export

Everyone complies with the sanctions and export control rules that apply to them. You declare that you are not on sanctions lists and are not acting from a sanctioned region. You also declare, as far as you know and could find out with reasonable care, that you are not controlled by anyone on a list. The Platform lists only civil FSTDs and civil training.

If a law or a mandatory rule of the payment provider requires it, we may stop or cancel a transaction or hold a payment. Unless the law forbids it, we tell you the basis, with reasons and how to object; if the law forbids it, we give the way to object instead of reasons. A hold continues only while the basis lasts and is reviewed every 30 days. Such a cancellation is not a centre cancellation: no credit is given and the score is not affected; the price is refunded as far as the law allows. After a wrongful stop, no cancellation or no-show fee is charged to the buyer. For a wrongful stop found in our own screening, not based on a law or a mandatory provider rule, statutory interest runs on a late refund.

13. Personal data

Your personal data is processed as described in the KVKK Notice, the Privacy Policy and the Cookie Policy.

14. Changes, transfer and contracting party

We give notice of material changes at least 30 days before by e-mail. Changes do not apply to confirmed bookings or to credits already paid or issued. A buyer who does not accept a change may close the account free of charge and complete open bookings on the old terms. Changes required by law take effect sooner as far as needed.

Notices and entire agreement. Notices are sent to the e-mail address on your account or inside the Platform; sending them is service, and keeping the address current is up to you. These Terms and the texts they refer to are together the whole agreement. If a provision is invalid, the others continue; for consumers the mandatory rule prevails.

If the business is transferred or the contracting party changes, pending bookings, credits and held amounts pass to the new party on the same terms. We announce the change 30 days ahead; the buyer may close the account free of charge within 30 days of the notice.

15. Governing law and jurisdiction

These Terms are governed by Turkish law. The mandatory consumer protection rules of your country of residence apply, to the extent they are more favourable to you and cannot be excluded, irrespective of this choice of law. As a consumer you may bring a claim in your country of residence and apply to the

competent consumer body. A claim against you is brought only there, unless that country's rules provide another place. There is no arbitration and no class action waiver in the consumer text. For buyers who are not consumers, jurisdiction is in the addendum.

16. Language

In Türkiye the Turkish text binds. Outside Türkiye the English text binds; other languages are for convenience. Mandatory local language rules are kept.

17. Contact

Questions: contact@nivorbit.com. Postal address: Nivorbit Teknoloji Limited Şirketi, Sarıcaeli Köyü, Sarıcaeli Küme Evleri No: 29 İç Kapı No: 109, Merkez / Çanakkale 17100, Türkiye.

Terms of Use: Addendum EEA

This addendum completes the master if you live in the European Economic Area (EEA) (for a legal entity, if it is established in the EEA). If the two conflict, this addendum prevails. The master is governed by Turkish law; this addendum keeps the mandatory consumer protections of your country of residence.

EEA-1. Law and courts

The mandatory consumer protections of your EEA country of residence are kept. You may bring a claim in the courts of your country of residence; a claim against you is brought only there. You may apply to the competent consumer body. There is no arbitration and no class action waiver.

EEA-2. Buyers who are not consumers, and the Platform operator

For buyers who are not consumers and for centres, law and jurisdiction are as in the Operator Terms. The Platform is operated by Nivorbit Teknoloji Limited Şirketi, which is also the controller of your data. Contact: contact@nivorbit.com.

EEA-3. Language

The English text binds; mandatory local language rules are kept.