



GENERAL TERMS AND CONDITIONS

Our terms and conditions regarding providing online language proficiency tests

General provisions

Thank you for taking the language proficiency test with us. We provide our services under the following terms and conditions:

- **Prepaid testing only**
You will have to pay for your language test before you start the test. There are the following methods of payment:
 - Login-Code
 - PayPal
 - In case you wish to pay for a larger amount of tests (this option is available for airlines, air operators, flying clubs or flight schools) you can receive a package of logins which you can hand out to your pilots, members or student pilots. Please send us an email if you prefer this option.
- **Respect our intellectual property**
The question pool is approved by the competent civil aviation authority and is a protected pool of questions.
It is strictly forbidden to record any of the test questions (including associated audio, images and videos) and it is forbidden to use, publish, pass on, store in an electronic format or disclose any of the test questions, test papers or any of the tasks.
Any violation of this principle will lead to indemnity claims. As a minimum, you will have to cover the cost of re-designing, recording, implementing and trialing alternative test questions / tasks.
- **Test security, reliability and validity is important to us**
Our testing system provides you with a convenient way of taking your language test when and where you want. In return for this freedom, we have to be sure that all the testing procedures are being followed and that it is the test-taker and nobody else who gives the answers or interferes with the result in any way.
Therefore, if it is not 100% clear that the following rules were obeyed, we will not confirm the test result. Please make sure:
 - that you are alone in the room during your test
 - that you do not tamper or otherwise interfere with the language test software, unless the software itself explicitly instructs you to do so
 - that your face is well-lit and visible throughout the whole test. You will see a small image of your webcam throughout the whole test to make sure your face is visible
 - that the ID you provide is valid at the time of the test and that the photo on the ID is new enough to really look like you
 - that you speak loud and clear throughout the test. You have the opportunity to listen to your computer's audio recording quality before taking the test.

If our raters come to the conclusion that any of the above requirements were not fulfilled, that somebody might interfered during the test or if the identity of the candidate couldn't be confirmed, they are required to report this to the language



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assessment body and to the competent aviation authorities. In cases of fraud, they are required to report this to the authorities.

Permitted use

You may use this language test to:

- Receive a language proficiency test result which can be used as a proof of language abilities in accordance with ICAO Doc 9835 and EASA FCL.055
- Demonstrate your language ability, if you are an aviation professional or need to demonstrate your language abilities to become an aviation professional.

Any other use of this language test is not accepted.

Prohibited forms of use

Any use which is not covered by the 'permitted use' as described above is not accepted. The following examples of prohibited use are expressly forbidden. You must not use this language test to:

- Train for language tests. This is a test and not a training tool. It is not suitable for language training.
- Copy, publish, reproduce or make available to any other person any of the contents for private or commercial purposes.
- Include any of the contents of this test in other language tests, webpages or training materials.
- Test for any other purpose than aviation language testing.
- Language test benchmarking

Invoice and Payment

- All charges will be billed in EUR (Euro, currency)
- You need to pay for the language test before taking the test.
- The price of your language test depends on the following factors:
 - The basic price
 - The country that you are in (different VAT rates apply, no VAT for non-EU countries)
 - Whether or not the 'reverse charge' mechanism is applicable (depending on your VAT ID, if you have a VAT ID)

(Applicable when you pay via Pay Pal) The price will be calculated, depending on the previously mentioned factors. You will be informed about the price before you accept the terms and conditions and before payment.

- Accepted payment methods: Login-Code, PayPal, invoice (for airlines, flying clubs, air operators, flight schools) when buying a larger amount of tests
- Please make sure that you cover any additional cost / transaction cost, if applicable.
- If for any reason the payment process is not completed before your test (e.g. technical errors), you will receive an invoice after completion of your language test. The result will be transmitted once we have received your payment.



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Using pre-paid logins

- If you are using a pre-paid login, make sure that nobody else but you has access to your login credentials (user/password).
- The login credentials are valid only once.
- All failed logins and errors during the test are being logged. If for any reason the test cannot be completed, the access credentials cannot be used again.
- We do not reset access credentials when a test has been started. After the first question has been played, the credentials are considered 'used'.
- There are no refunds, except for technical errors. The test system and the test delivery is continuously monitored.
- There are no refunds in case you terminate the language test at any point.

Technical issues

- The test delivery is continuously monitored. This allows us to find out whether there were any errors and their causes.
- **You are responsible to check your computer's audio and video recording capabilities.** Therefore, the first page of the test allows you to check the quality of your audio and video recording functions.
- Do not start the test unless you have ensured that the audio and video recording works well.
- The system was designed for and was tested on the browser GOOGLE CHROME. We do not guarantee that the audio and/or video recording functions will work on any other browser.
- Your computer needs to be capable of recording audio and video. It has to be fitted with a forward facing webcam.
- The screen size has to be at least 1280px in width. The system will warn you if your screen is too small. Sufficient screen size is necessary to clearly see the multiple choice questions and / or the pictures or textual descriptions associated with the test questions.
- You should have paper and pencil ready before starting the test. You may take notes. Keep in mind not to waste too much test time / answer time during note taking.

Securing your result

Since the language test is provided using the world wide web only, we need specific rules to ensure test integrity and test security.

- You need to upload a copy of your ID document before starting the test.
- The ID copy can be uploaded using one of the following formats: .jpg, .jpeg, .png, .pdf
- We accept copies of passports (world wide), and for EU citizens additionally copies of government issued ID cards and driving licenses
- Please make sure that your ID document is valid at the day of the test.
- Please make sure that the photo on your ID is current so that it can be easily used to identify you.



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Result transmission

- It usually takes 2 to 7 days to determine your language test result.
- You will be informed about the result via e-mail. We use the e-mail address that you enter when you sign up for the test.
- In case you use a pre-paid login, the company or organisation that provided the login will NOT be informed about the result. In case that company needs your test result for any purpose, you are responsible to forward the result.
- The competent authority responsible for LAB oversight as well as the competent authority issuing your license will receive access to the test results either automatically or upon request, depending on the civil aviation authority. Access has to be granted by us in accordance with FCL.1030.
- In case of problems with the result transmission, which are caused by erroneous entry of your e-mail address, contact us per e-mail to receive your result. We reserve the right to charge you for the **extra effort of manually re-sending the result**, in the amount of **€30 excluding VAT**.

Damages:

In case we receive or find evidence that you tried to, succeeded in or performed any of the following actions, we will claim you as test-taker for damages which cover the actual damage but at least the cost of covering the cost of re-designing, recording, implementing and trialing alternative test questions / tasks in relation to those affected by your actions:

- copying test tasks or test questions,
- infringing our intellectual property rights,
- making test questions or tasks available to the public or to any other third party (person or organisation),
- using the language test for any purpose other than the 'permitted use' as stipulated in these terms of use,
- recording any part of the test by audio and / or video recording devices, screen capturing,
- making any part or the whole test available online, may it be on your website, server or by any other means or by using third party servers, software or websites.

Our failure to insist upon or enforce strict performance of any provision of these terms of use shall not be deemed as a waiver of any provision or right. The parties agree that **this English version** of these terms of use is the original version and only binding interpretation between the you and the language assessment body (us).

The exclusive **jurisdiction** and venue for actions related to the subject matter hereof shall be the state and federal courts located in **Vienna / Austria**, and you hereby submit to the jurisdiction of such courts.

Applicable law

By taking an ELPT3 online language test you enter into a contract with us, governed by the laws of Austria.

Valid from: 2020 - APR - 04