



Terms of Use for the IATA Fueling Training Portal (the "Portal")

- applicable to airline access to the central training record

PLEASE READ THESE TERMS OF USE ("TERMS OF USE") CAREFULLY BEFORE COMPLETING THE REGISTRATION TO THE PORTAL. BY USING THIS PORTAL AND COMPLETING THE REGISTRATION, THE AIRLINE AND USERS FROM THE AIRLINE (the "AIRLINE") ARE DEEMED TO HAVE ACCEPTED AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU OR YOUR AIRLINE DOES NOT ACCEPT THESE TERMS OF USE, DO NOT REGISTER OR USE THIS PORTAL.

These Terms of Use apply to the use of the Portal for the purposes of accessing the central training record, including the use of any of the information provided on the Portal. In using the Portal, the Airline agrees to be bound by these Terms of Use. IATA reserves the right to modify the Terms of Use at any time and any such modifications shall become effective immediately. The Airline's continued use of the Portal, after the Terms of Use have been modified, shall constitute the Airline's acceptance of the modified Terms of Use.

1. Subscription

The subscription is valid until the end of the calendar year of the date of purchase. No refunds will be provided during the calendar year. In December of each year, IATA will send the Airline a reminder for the renewal of the Airline's subscription for the next calendar year, unless terminated by the Airline. IATA reserves the right to modify the subscription fee and the modified subscription fee will apply to the Airline's next annual subscription term. As a subscriber of the Portal, the Airline is granted a license for up to 10 users who are employees of the Airline ("Users"), unless a separate arrangement for additional user access has been concluded with IATA. This license is limited, non-exclusive, non-transferrable and revocable.

2. Access to the Portal

Users accessing the Portal must have valid user credentials and be covered under an active subscription by the Airline. Users must not share or sell their user credentials to any person or allow any person to access the Portal with their user credentials. Users must only access the Portal for lawful purposes and in accordance with the Terms of Use. Users must take reasonable measures to ensure that the means for which they access the Portal does not expose their computer systems or the Portal to risk of viruses, trojans or other interferences which may damage their computer systems or the Portal. IATA reserves the right to terminate access to the Portal if Users breach these Terms of Use.



3. Information on the Portal

The information contained on the Portal is provided “as is” for reference purposes only. IATA does not make any representations or warranties concerning the accuracy or completeness of the information on the Portal and has not taken any measures to verify this information. The Airline must independently verify that the information is true and complete. Some information on the Portal has been uploaded by third parties (notably practical proficiency) and IATA does not endorse, audit or verify the contents of this information. IATA does not accept any responsibility for any loss suffered arising from the information on the Portal.

The Airline acknowledges that in order to be able to view learners’ detailed record information, the Airline will need their ITP partner to grant the Airline access to that information.

4. Training and Training Materials

The Airline must independently evaluate and verify all of the training materials and training undertaken by fueling personnel, including any training provided by IATA or any third parties. IATA makes no representation concerning the accuracy or quality of the training undertaken by fueling personnel, including any training provided by IATA or third parties. IATA does not take any measures to verify the identity of the fueling personnel. The Airline has the responsibility to independently verify this information and ensure that fueling procedures are adhered to by competent fueling personnel. If the Airline is aware of any inaccuracies in the training material provided by IATA, the Airline must notify IATA immediately.

The Airline must notify IATA of any amendments issued by manufacturers of aircraft that the Airline operates or other relevant changes that may affect fueling procedures.

5. Disclaimer and Indemnity

IATA does not accept any responsibility for any loss or damage, caused directly or indirectly, arising from the Airline’s use of the Portal, including reliance on any information contained on the Portal. To the extent permissible by law, IATA hereby disclaims all conditions and warranties.

The Airline shall fully indemnify, defend and hold IATA, its directors, officers and employees harmless from and against all claims, actions, demands, costs, losses or damages, whether direct, indirect or consequential, and reasonable attorney fees and expenses, arising out of or in connection with third-party claims arising from the Airline’s failure to comply with these Terms of Use.

The Airline acknowledges that flight crew have the final responsibility to ensure that fueling activities comply with standard accepted practices.

6. Privacy Policy

The Airline and IATA agree to comply with IATA’s Privacy Policy available [here](#). This Privacy Policy is incorporated by reference into this clause.



7. Confidentiality and Data Privacy

The information contained on the Portal is confidential. If any personal information is shared with third parties, it must only be done so on a need to know basis, with appropriate safeguards and in accordance with applicable laws and regulations.

8. Intellectual Property Rights

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9. No Waiver

The failure of IATA to exercise or enforce any right or provision of these Terms of Use does not constitute a waiver of such right or provision.

10. Governing Law

These Terms of Use shall be governed by the laws of England and Wales. Any dispute arising out of or in connection with these Terms of Use shall be referred to and finally resolved by arbitration administered by the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be London, United Kingdom.