

COURSE PARTICIPATION, INTELLECTUAL PROPERTY, CONFIDENTIALITY & LIMITED LICENSE AGREEMENT

This Course Participation, Intellectual Property, Confidentiality & Limited License Agreement (“Agreement”) is entered into between Avia Aero Services, Inc., doing business as CFI Clinic (“CFI Clinic,” “Company,” “we,” or “us”), and the individual registering for, attending, or accessing the course (“Participant,” “you,” or “your”).

By registering for, purchasing, attending, accessing, or participating in a CFI Clinic course, and by affirmatively accepting this Agreement where presented electronically, Participant acknowledges that Participant has read, understands, and agrees to be bound by its terms.

1. PURPOSE OF AGREEMENT

CFI Clinic has invested substantial time, experience, expertise, and resources in developing its aviation instructional programs, teaching methodologies, course organization, instructional presentations, explanations, graphics, exercises, reference materials, and related educational content.

The purpose of this Agreement is to permit Participant to receive the benefit of that instruction for Participant’s individual educational and professional development while protecting CFI Clinic’s intellectual property, confidential information, proprietary instructional materials, and legitimate business interests.

2. COURSE MATERIALS

For purposes of this Agreement, “Course Materials” includes materials created, developed, compiled, organized, or provided by CFI Clinic in connection with the course, whether presented orally, visually, electronically, digitally, or in printed form.

- presentation slides and instructional graphics;
- manuals, workbooks, handouts, charts, tables, diagrams, flowcharts, and checklists;
- lesson plans and instructional outlines;
- teaching methodologies, instructional sequences, and course organization;
- exercises, scenarios, examples, case studies, and demonstrations;
- instructor explanations, commentary, interpretations, and teaching techniques;
- quizzes, questions, assessments, and evaluation materials;
- recorded or live demonstrations;
- videos, photographs, illustrations, and animations;
- instructor notes and supporting materials;
- downloadable files and electronic resources;
- proprietary compilations or arrangements of publicly available information; and
- other instructional content provided or displayed during the course.

Course Materials do not include underlying statutes, regulations, FAA publications, government documents, or other third-party or public-domain materials merely because such materials are referenced, quoted, discussed, or incorporated into the course. CFI Clinic claims rights only to the extent permitted by applicable law, including rights in its original expression, commentary, graphics, annotations, selection, coordination, arrangement, and other protectable contributions.

3. OWNERSHIP AND INTELLECTUAL PROPERTY

Except for third-party materials and public-domain materials, all right, title, and interest in CFI Clinic’s Course Materials remain exclusively with CFI Clinic and/or its licensors.

Participant’s payment of tuition or course fees does not constitute a sale, assignment, or transfer of intellectual property rights. Participant receives only the limited license expressly provided by this Agreement. No rights are granted by implication, estoppel, or otherwise.

4. LIMITED PERSONAL LICENSE

Subject to Participant’s compliance with this Agreement, CFI Clinic grants Participant a limited, personal, non-exclusive, non-transferable, non-sublicensable license to access and use Course Materials supplied to Participant solely for Participant’s own education, professional development, and personal reference.

Unless CFI Clinic expressly provides written permission otherwise, this license does not authorize Participant to reproduce, distribute, publish, display, sell, sublicense, teach from, commercially exploit, or provide Course Materials to any other person or organization. The license is granted to the individual registered Participant only.

5. NO RECORDING, PHOTOGRAPHY, OR SCREEN CAPTURE

Except with CFI Clinic’s prior written permission, Participant shall not record, photograph, reproduce, capture, or preserve any portion of a live or recorded CFI Clinic course. This prohibition includes, without limitation:

- audio recording;
- video recording;
- screen recording;
- screenshots;
- screen captures;
- photographs of a computer or presentation screen;
- recording with a telephone, tablet, camera, or external device;
- third-party screen-capture or meeting-recording software;
- automated transcription or meeting-assistant services;
- AI meeting bots or recording assistants; and
- any other technology used to reproduce or preserve course content.

The fact that a particular technology or platform technically permits recording or capture does not constitute CFI Clinic's permission to do so.

6. NO SHARING OR DISTRIBUTION

Participant shall not, without CFI Clinic's prior written permission:

- copy Course Materials for another person;
- email, text, transmit, or otherwise provide Course Materials to another person;
- upload Course Materials to a website, cloud folder, shared drive, forum, social-media platform, video platform, or file-sharing service;
- post Course Materials publicly or privately online;
- sell, rent, license, loan, or give Course Materials to another person;
- provide Course Materials to another flight instructor, flight school, training organization, educational institution, or commercial enterprise;
- distribute Course Materials through messaging groups, online communities, or social-media groups;
- make Course Materials available through peer-to-peer or other file-sharing systems; or
- otherwise facilitate unauthorized access to Course Materials.

Participant shall use reasonable care to prevent unauthorized persons from obtaining Participant's copies of Course Materials.

7. PROHIBITION ON SHARING COURSE ACCESS

Course registration and access are personal to Participant. Participant shall not:

- share course login credentials;
- share Zoom or other virtual-meeting credentials;
- forward private course-access links;
- allow an unregistered individual to attend or observe the course;
- display the course to a group of persons through a shared screen, projector, conference room, or similar arrangement; or
- otherwise permit another person to obtain access through Participant's registration.

CFI Clinic may remove unauthorized attendees and may suspend or terminate Participant's access if CFI Clinic reasonably believes course credentials have been shared.

8. WATERMARKING AND PARTICIPANT IDENTIFICATION

Participant understands and agrees that CFI Clinic may use reasonable technological measures to protect its Course Materials and identify unauthorized copies or recordings. Such measures may include:

- visible participant-specific watermarks;
- participant names or email addresses displayed over course content;
- individualized identifiers placed on downloadable materials;
- invisible or forensic digital identifiers;
- individualized document numbers;
- audio watermarking or similar meeting-platform security features; and
- access and download records.

Participant shall not intentionally remove, obscure, alter, crop, conceal, or defeat any copyright notice, proprietary notice, watermark, participant identifier, or technological protection applied to Course Materials.

9. CONFIDENTIAL AND PROPRIETARY INFORMATION

Certain portions of the course may contain confidential or proprietary information belonging to CFI Clinic ("Confidential Information"). Confidential Information may include non-public instructional methodologies, internal teaching systems, proprietary

processes, course-development methods, instructor resources, evaluation systems, unpublished materials, business information, and other information that CFI Clinic reasonably identifies or treats as confidential.

Participant agrees to:

1. maintain Confidential Information in confidence;
2. use Confidential Information only for the purposes authorized by this Agreement;
3. not disclose Confidential Information to unauthorized persons; and
4. exercise reasonable care to prevent unauthorized disclosure.

Confidential Information does not include information that Participant can demonstrate:

- was lawfully known to Participant without confidentiality restrictions before disclosure by CFI Clinic;
- becomes publicly available through no breach of this Agreement;
- is lawfully obtained from a third party having the right to disclose it; or
- is independently developed without use of CFI Clinic's Confidential Information.

Nothing in this Agreement prohibits a disclosure that is required by law, subpoena, or valid governmental order, provided Participant complies with applicable law concerning notice to CFI Clinic where legally permitted.

10. ARTIFICIAL INTELLIGENCE AND AUTOMATED SYSTEMS

Unless CFI Clinic provides prior written authorization, Participant shall not upload, submit, transmit, reproduce, or provide Course Materials or Confidential Information to an artificial-intelligence system, large language model, machine-learning service, generative-AI platform, automated summarization service, transcription system, or similar third-party technology.

This prohibition includes using Course Materials to:

- train or fine-tune an AI model;
- create a knowledge base or retrieval system;
- generate derivative instructional materials;
- summarize substantial proprietary portions of the course for redistribution;
- generate a competing course, presentation, manual, or training product; or
- otherwise reproduce or commercially exploit CFI Clinic's proprietary content.

This provision is not intended to prohibit Participant from using AI tools for Participant's independent learning using Participant's own notes or questions, provided CFI Clinic Course Materials or Confidential Information are not uploaded, reproduced, or disclosed in violation of this Agreement.

11. PERSONAL NOTES

Participant may take reasonable written or typed notes during the course for Participant's own personal educational use.

Participant's permission to take notes does not authorize Participant to create a substantially complete transcription, reconstruction, reproduction, or substitute for the course or Course Materials.

Personal notes may not be distributed or commercially exploited if doing so would reproduce, disclose, or substantially reconstruct CFI Clinic's proprietary or Confidential Information.

12. USE IN FLIGHT INSTRUCTION

Nothing in this Agreement is intended to prevent Participant from applying the knowledge, concepts, skills, judgment, or general teaching principles personally learned through the course in Participant's own aviation activities or flight instruction.

However, Participant may not reproduce, distribute, display, publish, or commercially exploit CFI Clinic's protected Course Materials or Confidential Information merely because Participant uses the knowledge gained from the course in professional practice.

This distinction is important: CFI Clinic seeks to protect its proprietary materials and methods without preventing graduates from becoming better instructors and applying what they have learned.

13. COMMERCIAL AND COMPETING USE

Participant shall not reproduce or substantially copy CFI Clinic's protected Course Materials for use in developing, marketing, operating, or delivering another commercial course, seminar, training program, publication, subscription service, or instructional product.

Nothing in this section prohibits Participant from independently teaching aviation subjects, conducting flight or ground instruction, creating Participant's own original instructional materials, or using skills and general knowledge acquired through the course.

The restriction applies to unauthorized copying, disclosure, or exploitation of CFI Clinic's protected Course Materials and Confidential Information - not to Participant's lawful use of general knowledge, skills, experience, or publicly available information.

14. COPYRIGHT AND PROPRIETARY NOTICES

Participant shall not remove or alter any copyright, trademark, confidentiality, proprietary, attribution, or ownership notice appearing on Course Materials.

Course Materials may bear notices substantially similar to:

© Avia Aero Services, Inc. / CFI Clinic. All Rights Reserved.

CONFIDENTIAL & PROPRIETARY - Licensed solely for use by the registered participant. Unauthorized reproduction or distribution prohibited.

The absence of such a notice from any particular item does not constitute a waiver of CFI Clinic's rights.

15. THIRD-PARTY AND GOVERNMENT MATERIALS

The course may reference FAA regulations, advisory circulars, handbooks, Airman Certification Standards, government publications, manufacturer information, and other third-party materials. Ownership of such underlying materials remains with their respective owners or, where applicable, such materials may be in the public domain.

Nothing in this Agreement is intended to prevent Participant from independently obtaining, using, quoting, teaching, or distributing public-domain government materials or other materials Participant has a lawful independent right to use.

However, CFI Clinic's original annotations, explanations, illustrations, organization, instructional treatment, commentary, and other protectable additions remain subject to this Agreement.

16. PARTICIPANT CONDUCT

Participant agrees not to engage in conduct that materially interferes with instruction, compromises course security, facilitates unauthorized access, or violates the intellectual-property or privacy rights of CFI Clinic, instructors, or other participants.

CFI Clinic reserves the right to remove a Participant from a live session or terminate course access for a material violation of this Agreement, subject to applicable law and any applicable refund policy.

17. UNAUTHORIZED USE OR DISCLOSURE

Participant acknowledges that unauthorized reproduction, disclosure, publication, or distribution of Course Materials or Confidential Information may cause CFI Clinic harm that may be difficult to quantify.

CFI Clinic therefore reserves all rights and remedies available under applicable law for an actual or threatened breach of this Agreement, which may include contractual remedies, copyright remedies, trade-secret remedies where applicable, and appropriate injunctive or equitable relief.

Nothing in this Agreement guarantees that any particular remedy will be available; remedies shall be determined under applicable law.

18. TERMINATION OF ACCESS

CFI Clinic may suspend or terminate Participant's access to the course or Course Materials upon a material breach of this Agreement.

Termination of access does not authorize Participant to retain, distribute, or exploit materials in violation of this Agreement.

Provisions concerning ownership, confidentiality, intellectual property, unauthorized reproduction and distribution, and remedies shall survive termination to the extent permitted by applicable law.

19. NO TRANSFER OF TRADEMARK RIGHTS

"CFI Clinic," its logos, branding, course names, and associated marks may constitute trademarks or service marks of CFI Clinic or their respective owners.

Participation in the course does not grant Participant permission to represent that Participant is affiliated with, sponsored by, endorsed by, certified by, or acting on behalf of CFI Clinic except pursuant to a separate written authorization expressly permitting such representation.

20. EDUCATIONAL PURPOSE AND REGULATORY RESPONSIBILITY

CFI Clinic courses are provided for educational purposes. Aviation regulations, FAA policies, guidance, interpretations, standards, and procedures may change. Participant remains responsible for consulting current official sources and exercising appropriate professional judgment when applying course information.

Nothing in the course constitutes a guarantee of certification, checkride success, employment, regulatory compliance, or any particular professional result.

21. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by the laws of the State of Florida, without regard to conflict-of-law principles, except where applicable law requires otherwise.

Any dispute arising from this Agreement shall be resolved in accordance with applicable law and any separately agreed dispute-resolution provisions.

22. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law or severed as appropriate, and the remaining provisions shall remain in effect.

23. NO WAIVER

CFI Clinic's failure to enforce any provision of this Agreement on one occasion shall not constitute a waiver of that provision or CFI Clinic's right to enforce it subsequently.

24. ENTIRE AGREEMENT

This Agreement constitutes the agreement between Participant and CFI Clinic concerning the subjects addressed herein, except to the extent it is supplemented by other written terms expressly applicable to the course, including registration, payment, cancellation, or refund terms.

Any modification to this Agreement must be made in accordance with applicable law and, where required, agreed to in writing.

PARTICIPANT ACKNOWLEDGMENT

By checking the box below and selecting **"I AGREE,"** Participant acknowledges and agrees that:

- Participant has read and understands this Agreement;
- Participant understands that course registration provides a limited personal license and does not transfer ownership of Course Materials;
- Participant will not record the course without express written authorization;
- Participant will not share course access with unregistered individuals;
- Participant will not reproduce or distribute protected Course Materials without authorization;
- Participant understands that Course Materials may contain individualized watermarks or identifiers;
- Participant will protect Confidential Information as required by this Agreement; and
- Participant agrees to comply with the restrictions and conditions stated above.
- Participant understands and agrees that checking the box and selecting **"I AGREE"** constitutes Participant's electronic signature and acceptance of this Agreement.