

Fundamentals of Study Organisation and Quality Assurance (General Terms and Conditions of the Training Agreement).

1. General organization.
  - 1.1. Autosõit OÜ (reg 10835817) (hereinafter TRAINER) activities of organization of training are based on the legislation in force in the field of adult education and other relevant legislation and documents.
  - 1.2. A participant of the training is a person, who studies on the basis of the TRAINERS curriculum or participates in other trainings conducted by the TRAINER (hereinafter STUDENT).
  - 1.3. Teaching (Training) will take place in the TRAINER's premises, rented rooms, rooms specified by the client and by e-learning. The TRAINING takes place in a study group, the training will start according to the selected starting time and/or a separately agreed time upon registration. The duration of the training is displayed on the „Students Registration Form“.
  - 1.4. eAutokool (eDriving School) – a internet environment opened for the STUDENT by the TRAINER, where e-trainings are conducted and various materials are located. The STUDENT can receive feedback about passed trainings, provide documents, make payments for trainings, book driving sessions etc. Access to eAutokool will be granted by the TRAINER after registering to the training.
  - 1.5. Different training methodologies are combined into the TRAINING to ensure continuous interest and alertness of the participants: class trainings, e-trainings, discussions, work in pairs and groups, solving tasks, presentations by the participants, introduction of best practices, simulations, case analysis. Every participant has the opportunity and conditions to think along, express their thoughts, analyze their knowledge and experience in order to achieve their goals. The TRAININGS take place in a friendly and peaceful environment and the TRAININGS are structured and guided. The TRAINING simulates the STUDENTS creativity and the ability to learn independently.
  - 1.6. All activities in the curriculum have to be covered with the TRAINING.
  - 1.7. The TRAINER has the right to unilaterally make changes to the „Fundamentals of Study Organization and Quality Assurance (General Terms and Conditions of the Training Agreement)“. A according notice will be posted on the classroom stand and/or on the website [www.autosoit.ee](http://www.autosoit.ee) and/or in the eAutokool environment.
2. Conditions for admission and completion of TRAINING.
  - 2.1. No previous experience or skills are expected from the STUDENT. If there are any prerequisites, then they are displayed in the TRAINING description.
  - 2.2. One can enroll to the TRAINING at the TRAINER's office or by filling the online registration form. By registering the STUDENT confirms that he/sh has read and agreed to the General Terms and Conditions of the Training Agreement to which the Law of Obligations Act applies. A confirmation e-mail will be sent to the e-mail address provided by the STUDENT or will be displayed in the eAutokool under „**My Account**“ > „**My Trainings**“.
  - 2.3. A certificate or attestation will be issued to each STUDENT.
    - 2.3.1. A certificate will be issued for participation or completion of a TRAINING in case the results of the TRAINING were not assessed or the STUDENT did not meet the results.
    - 2.3.2. A certificate or attestation will be issued for participation or completion of a TRAINING in case the results of the TRAINING were assessed, the STUDENT did reach

the demanded results and all topics and additional trainings of the curriculum were covered by the STUDENT.

- 2.3.3. The initiator of issuing a certificate or attestation is the STUDENT.
  - 2.3.4. After completing the vehicle driver TRAINING in full and passing the exams, the TRAINER will issue a vehicle driver training certificate to the STUDENT, which allows the STUDENT to apply for a drivers licence in that category at the Traffic Register Office of the Road Administration.
    - 2.3.4.1. The theory and driving tests are valid for 14 (fourteen) months.
    - 2.3.4.2. If the STUDENT has the right to initiate the issuing of a vehicle driver training certificate, it must be initiated within 2 (two) months. In case of failure to meet the deadline the STUDENT has to perform a knowledge test. The knowledge test covers the same amount of questions as the final test, but the result will not affect further actions or operations.
    - 2.3.4.3. The TRAINER will terminate the TRAINING contract unilaterally and does not indemnify paid costs to the STUDENT if the STUDENT has not participated in trainings for at least 3 (three) months.
3. Conditions for tuition fee payments, tuition fee exemptions and refunds.
    - 3.1. STUDENTS who have been admitted into a group by the TRAINER and have paid for the TRAINING can start the TRAINING.
    - 3.2. The price of the TRAINING is displayed in the registration form by the according group and prices for additional services are according to the TRAINER's price list.
    - 3.3. Payments to the TRAINER can be made via internet Banking, through the website of the TRAINER or in cash at the TRAINER's offices.
    - 3.4. If the TRAINING is canceled less than 48 hours before the start of the training or if the TRAINING has already started, the tuition fee will not be refunded. If a STUDENT is excluded from training or drops out in the middle, the tuition fees will not be refunded.
      - 3.4.1. The consumer (the STUDENT) confirms and understands that if the obligations arising from the contract have been completely fulfilled and/or the provision of the service has already started, the consumer loses their right to withdraw from the agreement.
    - 3.5. The decision to grant an exception and refund tuition fees or a full exemption from the tuition fee can be made by the TRAINER's board on the basis of a motivated written request from the STUDENT.
    - 3.6. The STUDENT has the right to an income tax refund in accordance with the Income Tax Act. If the STUDENT has filled in the income tax refund form in the eAutokool, the TRAINER will forward the data to the according tax authorities.
    - 3.7. The TRAINER has the right to make changes to the price list. A notice about the changes is posted 30 days before the price change on the classroom stand and/or on the website [www.autosoit.ee](http://www.autosoit.ee) and/or in the eAutokool environment.
    - 3.8. In cases of debt, the STUDENT undertakes to pay the debt. The TRAINER has the right to apply an interest of 0.2% per day from the debt amount and the STUDENT has the obligation to pay the interest. The TRAINER has the right not to issue a vehicle drivers training certificate to the STUDENT in case of debt.
    - 3.9. In addition to interest on arrears, the TRAINER has the right to recover legal costs and costs arising from legal aid.
  4. Rights, obligations and responsibilities of the STUDENT and the TRAINER.
    - 4.1. STUDENT's rights:

- 4.1.1. The STUDENT has the right to receive a new driving session if the agreed driving sessions will be cancelled with no prior notice. Driving sessions that are canceled due to an error by the TRAINER will be replaced with free driving sessions.
  - 4.1.2. If the TRAINER is late to the driving session and the driving time is reduced due to that, the STUDENT has the right to receive a new driving session for free.
  - 4.1.3. The TRAINER enables the STUDENT to monitor his/her progress and make payments through the eAutokool online environment.
- 4.2. STUDENTS obligations and responsibilities.
- 4.2.1. The STUDENT undertakes to participate in the theory lessons according to the curriculum and in driving sessions at agreed times.
  - 4.2.2. The STUDENT is obliged to inform the TRAINER if his/her contact information has changed.
  - 4.2.3. The STUDENT is obliged to read his/her e-mail at least once per week and follow the announcements in eAutokool during the TRAINING period.
  - 4.2.4. In general the STUDENT is obliged to at least pay the first payment of the TRAINING before start of the theory lessons and to make advance payments for the driving sessions.
  - 4.2.5. The STUDENT is obliged to pay the TRAINER the full agreed tuition fee to the TRAINER.
  - 4.2.6. During driving sessions and the TRAINER's driving examination the STUDENT obliges to follow the traffic requirements as described in regulatory legislation.
  - 4.2.7. The STUDENT is obliged to refrain from causing damage to the TRAINER and third parties while handling the vehicle.
  - 4.2.8. The STUDENT is liable for the damages caused by his/her error according to the applicable law.
  - 4.2.9. The STUDENT has to inform their parents / guardians of the training agreement conclusion if the STUDENT is under the age of 18 at the time of concluding the training contract.
  - 4.2.10. If the tuition fee is paid by a third party, the STUDENT forward the driving school the name and personal identification code of the third party in order for the third party to get a tax refund.
- 4.3. TRAINER's rights.
- 4.3.1. The TRAINER allows the STUDENT to undertake driving sessions if the STUDENT has met the requirements set by the legislation of the Republic of Estonia.
  - 4.3.2. The TRAINER has the right to temporarily suspend the STUDENT from the training without compensation if the STUDENT's state of health does not meet the requirements set for a driver.
  - 4.3.3. If the STUDENT does not attend the agreed driving session or happens to cancel the driving session less than 24 hours before the driving session, the planned driving sessions are considered used.
  - 4.3.4. If the STUDENT is late to the driving session for more than 15 minutes, the planned driving session is considered used.
- 4.4. TRAINER's obligations and responsibilities.
- 4.4.1. The TRAINER is obliged to conduct theoretical and practical training as established in the curriculum. Theory studies take place according to the study plan. Practical studies are carried out at previously agreed times.
  - 4.4.2. The TRAINER provides the necessary technical equipment needed for the trainings and is responsible for their compliance with operating rules and safety requirements.

- 4.4.3. The TRAINER takes up all the running expenses arising from using and operating the equipment unless the STUDENT violates the clause 4.2.6. of this document.
    - 4.4.4. The TRAINER forwards data about the person who paid for the training and paid amount to the tax office.
5. Principles of personal data processing
  - 5.1. Definitions.
    - 5.1.1. Any data known to the TRAINER about the STUDENT is considered CLIENT DATA.
    - 5.1.2. Data directly or indirectly related to the STUDENT is considered PERSONAL DATA.
    - 5.1.3. Any operation performed with CLIENT DATA (collection, storing, saving, modifying, granting access, queries, transmissions etc) is considered DATA PROCESSING.
  - 5.2. Confidentiality of the STUDENT will be ensured by the TRAINER with appropriate technical and organizational means according to the applicable law to protect CLIENT DATA from unauthorized access, unlawful processing or disclosure, accidental loss, alterations or destruction.
  - 5.3. The TRAINER processes the STUDENT's data in order to:
    - 5.3.1. Manage customer relationships and provide access to products and services. To conclude and fulfill the training contract, make sure the data is up to date and correct by updating data from external and internal sources which are based on fulfilling the contract or pre-contractual measures by a legal obligation or after a request from the STUDENT.
    - 5.3.2. Protect the interests of the STUDENT and/or the TRAINER and evaluate the quality of provided services, prove transactions or other communication which are based on fulfilling the contract or pre-contractual measures by a legal obligation or after a request from the STUDENT or on a justified interest of the TRAINER to prevent, limit and investigate any misuse or disruption of the services by the TRAINER. To perform in-house training and ensure service quality.
    - 5.3.3. Provide additional services, conduct customer satisfaction surveys, market analyzes and collect statistics. Provide the STUDENT with services and personal offers from the TRAINER or carefully selected partners based on the STUDENT's consent or in case of justified interest of the TRAINER.
    - 5.3.4. Organize games and campaigns for the STUDENT based on the justified interest of the TRAINER in order to improve the TRAINER's services, the STUDENT's user experience and develop new products and services.
    - 5.3.5. Provide linked trainings / products for the STUDENT.
    - 5.3.6. Register training process and display it to the STUDENT.
    - 5.3.7. Use data obtained and/or created in the course of a legal obligation.
    - 5.3.8. Fulfill legal obligations and establish identity.
    - 5.3.9. Prevent misuse of services and ensure proper provision of services.
    - 5.3.10. Execute transactions through the payment system.
  - 5.4. Data is transmitted to other recipients e.g.:
    - 5.4.1. Authorities (eg law enforcement agencies, bailiffs, notaries, tax administrations and supervisors);
    - 5.4.2. Third parties keeping registers (eg population registers, commercial registers or other registers where the STUDENT's data is stored or transmitted);
    - 5.4.3. Debt collectors if assigned, courts and bankruptcy or insolvency trustees.
  - 5.5. CLIENT DATA will not be processed longer than necessary. The period may be based on the agreements with the STUDENT, the justified interest of the TRAINER or applicable law (eg accounting related laws or laws related to limitation periods, other laws).

#### 5.6. STUDENT's rights:

- 5.6.1. To request the correction of PERSONAL DATA if the data is insufficient, incomplete or false;
- 5.6.2. To object to data processing if the processing is based on justified interest including for direct marketing (eg receiving marketing offers or surveys);
- 5.6.3. To request deletion of PERSONAL DATA if the data is being processed with the STUDENT's consent but the STUDENT has withdrawn the consent. Such request will not be fulfilled if the PERSONAL DATA that is subject to deletion is processed based on other legal grounds e.g. the training agreement or to fulfill legal obligations;
- 5.6.4. To obtain information whether the TRAINER is processing his/her data and if so gain access to the data that is being processed;
- 5.6.5. To receive his/her PERSONAL DATA which the STUDENT has provided and which are being processed based on the STUDENT's consent of in order to fulfill the agreement in written or electronic form. If it is technically possible the STUDENT can request the data to be transferred to a different service provider (data transferability);
- 5.6.6. To withdraw his/her consent for data processing.
- 5.6.7. To file complaints about the processing of personal data to the Estonian Data Protection Inspectorate (website: [www.aki.ee](http://www.aki.ee)) in case the the STUDENT finds that the processing of personal data infringes his/her rights and interest under the applicable law.

5.7. The TRAINER has the right to unilaterally change the principles at any time in accordance with the applicable law. The TRAINER notifies the STUDENT of the changes no longer than one month before the changes become into force by posting the changes onto stands in TRAINER's offices, on the TRAINER's website, by post, by e-mail or messages or other means (eg through the media).

5.8. Personal data is being transmitted to state structural units (MNT, EMTA, HTM).

5.9. The STUDENT agrees that the TRAINER will disclose the following data to the payment default registry in case of unfulfilled financial obligations: personal identification code, starting and ending date and the amount of the default payment.

#### 6. Force majeure

6.1. Non-fulfilling or improper fulfilling of obligations arising from the training agreement will not be considered a violation of the agreement if it caused by force majeure. Rebellion/uprising, riots in the administrative unit where the agreement is being fulfilled, war, Acts that significantly impedes the fulfillment of the agreement or other circumstances not listed in the contract but accepted by both parties are considered force majeure.

#### 7. Dispute settlement process

7.1. During the completion of this agreement the Parties are guided by the good practices of cooperation and commit themselves to inform the other Party immediately about any circumstances that prevent or interfere with the completion of the agreement.

7.2. The STUDENT has the right to turn to the TRAINER's board in written form to appeal against decisions related to the organization of the training.

7.3. Conflicts and misunderstandings are resolved through negotiations.

7.4. Anonymous proposals and complaints will not be registered or processed in accordance with the general process. If the proposal of complaint is understandable and justified, it will be forwarded to the according specialist for review.

7.5. Complaints and disputes that cannot be resolved through negotiations shall be resolved in accordance of the applicable law.

7.6. Disputes are reviewed according to the procedure described by laws of the Republic of Estonia in the court of the defendant's place of residence.

8. Quality assurance

8.1. The TRAINER has a quality evaluation/management system in place.

8.2. The curriculum is prepared based on the needs of the target groups each TRAINING has to be with a practical approach and help the target group to achieve the desired measurable results.

8.3. The TRAINER's trainers have to have professional education and/or have to have been active in their field and have to have provable relevant experience.

8.4. All STUDENTS have the opportunity to give feedback to the TRAINER orally and in written form according to the instructions given by the TRAINER.

8.4.1. The feedback is reviewed by the TRAINER and based on the review improvements are made where possible and feasible.

8.4.2. Feedback can be given in the eAutokool environment after the training session and about teachers on an ongoing basis.

8.5. It is possible to repeat the TRAININGS and missed sessions through e-learning in order to ensure the achievement of the desired learning results.