

UAVPROFSIM Website Terms and Conditions

1. General Provisions

STRATUS Limited Liability Company (hereinafter referred to as the "Site Owner") invites you to use the website located at: [uavprofsim.com/en/], subject to the terms and conditions of this Website Terms and Conditions (hereinafter – "Terms").

The Site is intended to market and distribute UAVPROF Drone Simulator software for flight simulation, and training of unmanned aerial vehicle (drone) operators using realistic simulations to recreate natural flight conditions.

Before using the Site, please carefully review these Terms, as they contain a description of the functionality and terms of operation of the Site, regulate your relationship with the Site Owner, establish rights, obligations, guarantees, and liability, determine the jurisdiction of dispute resolution and the law applicable to the relations of the parties, and other material terms.

By starting to use the Site, you perform actions that indicate acceptance on its part of the Terms in full. You confirm that before using the site you had the opportunity to familiarise yourself with the Terms and that they are clear to you. You have the appropriate legal capacity and capacity to enter into and perform the Agreement.

By using the site, you also confirm that you have read and agreed to the Personal Data Policy available at [<https://uavprofsim.com/en/documents/>] and the Cookie Policy available at [<https://uavprofsim.com/en/documents/>].

If you do not agree with the provisions of the Terms in whole or in part, you must cease further use of the Site.

2. Definitions

2.1. **Account** means a personal section of the User on the Site which is not available for viewing by other Users of the Site.

2.2. **Activation** means actions performed by the User to confirm the entered credentials and complete the Registration procedure of the Account.

2.3. **Data** includes the Site, components of the Site, including but not limited to: computer programs, including system, application and auxiliary software, as well as software for content management of the Site, server applications designed to implement the functional capabilities of the Site; the Site design, including the logical structure of pages, sketches of the main and standard pages, as well as the user interface (menu layout, navigation, interaction with the User, etc.); texts of the pages set out using special languages, which are responsible for the logical structure of the pages, their appearance and other; information content of the Site in the form of text, graphic, audiovisual, multimedia and other objects located or created with the help of the Site, including those available for downloading; database management systems, databases, the structure, location and content of databases; brand names, commercial designations, appellations of origin of goods, trademarks, service marks, trade names, trademarks, trademarks, trademarks, trademarks, trademarks, etc.

2.4. **End-User Licence Agreement** means an agreement under which the Site Owner (Licensor) grants to the User a non-exclusive licence to use the Software available for downloading from the Site in the manner and on the terms and conditions specified

in the Agreement, and the User undertakes to pay the licence fee and to comply with the rules and restrictions on the use of the Software set out in the Agreement. The End-User Licence Agreement is a contract of adhesion and is available at [<https://uavprofsim.com/en/documents/>].

2.5. **Parties** mean the User and the Site Owner.

2.6. **Registration** means the actions performed by the User for the creation of the Account.

2.7. **Site** means Internet website on the following domain: <https://uavprofsim.com/en/>

2.8. **Site Owner** means STRATUS Limited Liability Company, BSRN: 1223900003800, TIN 3906412175, Address: 119607, Moscow, intra-urban territorial municipal district Ramenki, Ramenskiy Boulevard, 1.

2.9. **Software** means [UAVPROF Drone Simulator] professional flight simulation software for training of unmanned aerial vehicle (drone) operators using realistic simulations to recreate natural flight conditions. The Software includes software and databases owned by the Licensor or used by the Licensor on another legal basis. The Software may also include related documentation, data files, modules, libraries, electronic data, models, components, and elements.

The Software also includes any updates, upgrades, bug fixes, modifications, or new editions provided by Licensor to User under the End-User License Agreement or under a separate agreement.

2.10. **Terms** mean the present Terms and Conditions including appendices thereof concluded between the User and the Site Owner.

2.11. **User** means any individual or entity in any state who uses or accesses the Site.

3. **Subject Matter**

3.1. Provided that the User accepts the present Terms, the Site Owner grants the User the right to use the Site in accordance with its functional purpose under the Terms, namely, to obtain access to the Software and information about the Software and other activities of the Site Owner, and the User undertakes to comply with the Terms when using the Site, otherwise, the User undertakes to stop using the Site.

3.2. The Site contains:

3.2.1. content that is available to the User without going through the Registration procedure;

3.2.2. content that is available to the Users who have completed the Registration procedure;

3.2.3. content that is available to the Users who have entered into an End User Licence Agreement and started using the Software.

3.3. The current version of the Terms is available at [<https://uavprofsim.com/en/documents/>]. The Terms may be changed by the Website Owner without prior notice to Users. The new version of the Terms comes into force from

the moment of its posting on the website at [<https://uavprofsim.com/en/documents/>]. The User independently monitors the changes to the Terms. Continued use of the Site after changes in the Terms means the User's consent to such changes.

4. Intellectual Property

4.1. The Site, the Software, and any Data available on the Site are the intellectual property owned by the Site Owner, or the rights to it have been granted to the Site Owner by third parties.

4.2. The Site and Data may only be used in accordance with its functional purpose and the Software may only be used in accordance with the terms of the End-User Licence Agreement.

4.3. These Terms are not a licence agreement for the use of the Site or individual Data. The User undertakes to respect the exclusive right and rights of the owner of the information in relation to the Site, in particular:

4.3.1. not to modify, copy, decompile, publicly display, reproduce, or use by any other means not expressly provided for by the Terms the components of the Site, including software and databases, any information, as well as not to create derivative works based on them;

4.3.2. not to violate or circumvent the technical protection measures of the Site, its components, as well as the information published on the Site;

4.3.3. not to change or delete the ownership marks of the Data to the Site Owner or third parties, on the receipt of such Data using the Site, any other notices and marks that contain such Data.

4.3.4. not to perform any actions that cause or may cause an unreasonable or disproportionately high load on the infrastructure providing the Site operation.

4.4. Except for the cases expressly specified in the Terms in respect of the content of the Site, no Data, including parts thereof, may be downloaded, reproduced, made available, including to an unlimited number of persons, made available to the public, modified, translated, revised, published, subjected to any changes (including by adding, commenting, supplying publications, changing the indication of authorship or excluding marks of authorship, in any other similar way), distributed, transferred, or in any other way by the User if it creates an infringement of the rights of the Site Owner or other right holders.

4.5. The Site Owner may apply technical means of protection of the Site, its components, and information, including technical means of protection of information of other right holders and to inform the right holders about violations committed by the User.

4.6. The Site Owner reserves the right at any time to change or remove Data from the Site and otherwise change the content of the Site without notice to the User.

4.7. By providing feedback through the Site, posting comments or other appeals under the functionality provided by the Site, the User grants the Site Owner the right to use them on the terms of a royalty-free, perpetual, worldwide, non-exclusive licence in the following scope: reproduction, public display by any means and for any purpose, translation or processing by any means for the purposes of their use and placement on

the Site, bringing to the public and providing access to them to an unlimited number of persons, other use in order for the Site to function.

5. Rights and Obligations of the Site Owner

5.1. The Site Owner undertakes to take measures to eliminate technical problems in the operation of the Site, as well as to consider the feedback of Users to improve the operation of the Site and the Software. At the same time, the Site Owner does not give guarantees of permanent accessibility of the Site (including taking into account the need to carry out technical works), or the absence of failures in the Site operation. The Site Owner does not provide the Users with technical support services for the Site and does not adjust and improve the Site in accordance with the Users' requests.

5.2. The Site Owner may at any time change and delete the functionality, structure, and information available on the Site. The Site Owner is not obliged to store or provide the User with the Data, except for the cases stipulated by the applicable legislation.

5.3. The Site Owner may assign the rights and obligations under the Terms to third parties without the User's consent, of which the User is notified by a notice on the Site or sending a notice to the User's e-mail specified in the Account, or by publishing a new version of the Terms.

5.4. The Site Owner may restrict access to the Site and/or its separate parts in full or in part and/or terminate the possibility of its use:

5.4.1. In case of violation of the Terms by the User, including the provision of false information by the User during Registration, or if there are reasons to believe that the restriction is a necessary way to protect the rights of the Site Owner and other Users.

5.4.2. For organisational or technical reasons, to ensure information security in order to prevent unauthorised access, loss, or destruction of Data until such reasons are resolved or until another time at the discretion of the Site Owner.

5.5. The Site Owner may process statistical information about the User's use of the Site and carry out automated processing of the information provided by the User on the Site, in accordance with the Personal Data Policy and Cookies Policy.

5.6. The Site Owner may send advertising, informational or other messages to the e-mail addresses of Users who have expressed their consent to receive such messages, either independently or with the involvement of third parties.

5.7. The Site Owner may back up the databases containing the information provided by the User. However, the Terms do not create obligations to store information and provide access to it.

6. Rights and Obligations of the User

6.1. The User shall:

- use the Site and Data only in ways that correspond to the functional purpose of the Site and are permitted by the Terms;

- to respect the rights of the Site Owner and other intellectual property owners;

- not access, control, reproduce, distribute, transmit, broadcast, sell, licence, copy, or otherwise use the Data using robots, parsing, spiders, scrapers, or other automated means or manually controlled processes for any purpose;

- not take any action to circumvent the restrictions on access to the Site and the Data set by the Site Owner;

- not take actions that cause or may cause an unreasonable or disproportionately large load on the Site Owner's infrastructure;

- not use any third-party software or other technical means affecting in any way the operation of the Site;

- not attempt to modify, translate, adapt, edit, decompile or disassemble, or tamper with the software used by the Site Owner;

- not circumvent, disable, or otherwise interrupt any security features or functions that prevent or restrict the use, or copying, of the Data and the Site;

- not download Data that has not been expressly made available for download by the Site Owner.

6.2. The User undertakes not to use the Site to create, publish, transmit, distribute, or store information that:

- is of an illegal nature;

- is of an advertising nature, spam;

- contains information from pages with restricted or password-protected access, hidden pages, or images (if such information is not available through links from open pages);

- includes viruses or other malicious files, or is intended to facilitate such files;

- does not relate directly to the User;

- restricts or blocks another person's ability to use the Site and Data;

- may cause damage to the Site Owner and Users or subject them to liabilities of any kind.

6.3. For the correct operation of the Site, the User is recommended to have pre-installed software, the composition, and requirements for which are specified on the Site.

6.4. The User may send the Site Owner his/her suggestions, requests, or other feedback using the feedback form provided on the Site or to the e-mail address sim@uavprof.com.

6.5. The User may not transfer the rights and obligations under the Terms to other persons. No transactions, including sale, donation, assignment, exchange, or temporary access, are allowed with respect to the User's Account and authentication data.

6.6. The User shall immediately notify the Site Owner of any access to the Site, including access to the Software via the Site by third parties under the User's Account and/or any breach of security requirements that threatens such access to the e-mail sim@uavprof.com.

7. Registration and User's Account

7.1. To create an Account on the Site, the User shall go through the Registration procedure. Registration is performed by the User on his/her own, for which purpose the User clicks the "Register" button when entering the Account and fills in his/her credentials (including login and password). After successfully filling in the credentials and agreeing to the necessary terms of use of the Site (including consent to the processing of personal data and consent to other registration requirements), the User receives an automatic e-mail from the Site to confirm the Registration and a link to activate the Account. After successfully following the link to activate the Account, the User is deemed to be registered on the Site.

7.2. The User agrees that the login and password used to log in to the Account are the User's electronic signature key and confirm the actions performed by the User.

7.3. If the User violates the terms of this Agreement, including the provision of false data, the Site Owner may block or delete the User's Account on the Site without the possibility of restoring it.

7.4. The User must ensure the accuracy and relevance of the information provided during Registration. The User must update the information provided during Registration to ensure its accuracy, reliability, relevance, and completeness.

7.5. The User takes appropriate measures to ensure the security of data from their Account (including login and password), and equipment used to access the Site and is responsible for the security and confidentiality of the data used to access the Site. Any action performed on the Site using the User's Account shall be deemed to be an action performed by the User him/herself and shall create obligations and responsibilities for the User in respect of such actions and consequences that may have caused or resulted from such actions, including responsibility for violation of these Terms and applicable law.

7.6. Upon completing the Registration, the User gets access to the Account. The following information is displayed in the Account:

7.6.1. Information about the User, including information provided by the User at the Registration stage or additionally filled in.

7.6.2. Information about the User's purchase of a Software licence, including:

7.6.2.1. The purchased version of the Software;

7.6.2.2. The beginning of the licenced period;

7.6.3. Information about the User's consent and the chosen method of receiving marketing and advertising messages from the Site Owner.

8. Entering into the End-User License Agreement

8.1. The Site allows any registered User who meets the requirements set out in the End-User Licence Agreement to purchase a non-exclusive licence to the Software and to download it from the Site.

8.2. The User's unconditional consent to the terms and conditions of the End-User Licence Agreement is a prerequisite for purchasing and using the Software. The User may read the End-User Licence Agreement in advance at

[<https://uavprofsim.com/en/documents/>]. End-User Licence Agreement will also be displayed to confirm the User's consent at the stage of installation of the Software.

8.3. The End-User Licence Agreement shall prevail in the event that it conflicts with these Terms or any other document published on the Site.

9. Liability of the Parties

9.1. The Site Owner does not give any guarantees regarding the User's use of the Site and Data, in particular, regarding commercial suitability, applicability for specific purposes, absence of technical failures, and stability of access to the Site.

9.2. The Site Owner shall not be liable for any losses related to access to the Site or impossibility to access it in whole or in part for any reasons (including in case of scheduled or unscheduled technical and preventive maintenance, failures of Internet providers, computer networks, servers, illegal actions of third parties, force majeure, detection of malicious software, occurrence/discovery of errors in the operation of the Site), as well as for any losses related to the loss of the User's data.

9.3. The Site Owner is not responsible for the actions and inactions of Users, including if they caused a violation of the rights of third parties, legislation, or contractual obligations.

9.4. The liability of the Site Owner is in any case limited to compensation of direct damages caused to the User in the amount not exceeding one hundred US dollars.

9.5. The Site Owner is not liable for the transfer of information by the User to third parties when using the Site, as well as in the event that information from the Site became available to third parties due to their unauthorised access to the User's equipment or the actions of viral, malicious software on the User's equipment.

9.6. The User is recommended to set a strong password and change it regularly. The Site Owner shall not be liable and shall not compensate for any losses incurred due to unauthorised access to the User's Account by third parties.

9.7. The site may contain banners and links to other Internet sites. The Site Owner is not liable for the content of these sites, their owners' compliance with the law, or their availability. Publishing of links to other sites does not imply advertising of materials from these third-party sites or applications and does not imply any affiliation with their owners. Any link clicks made by the User are at the User's own risk.

9.8. The User shall be liable for failure to fulfil the obligations under these Terms in accordance with the laws of the country of the Site Owner.

10. Dispute Resolution, Applicable Law, and Geographical Targeting

10.1. In case of any disputes or disagreements related to these Terms, the User and the Site Owner will make every effort to resolve them through negotiations.

10.2. Before appealing to a competent court, the Parties shall settle disputes in a pre-claim procedure.

10.3. The User may send a pre-claim to the Site Owner's e-mail sim@uavprof.com. The pre-claim must contain the essence of the matter, evidence supporting the pre-claim, as well as the User's identification data on the Site.

10.4. The Site Owner may use any data about the User known to it to send a claim. The User is responsible for the accuracy of the data published by him/her and for receiving official correspondence.

10.5. In order to exclude jurisdictional disputes and disputes about the applicable law, the Site Owner specifically notifies the User that the Site activity is targeted to the territory of the Russian Federation, the End-User License Agreements are concluded and executed in the territory of the Russian Federation.

10.6. These Terms shall be governed by the laws of the Russian Federation

10.7. Disputes arising in connection with conclusion, execution, or termination of these Terms shall be resolved through negotiations between the Parties. In case of impossibility to resolve disputes through negotiations, compliance with the pre-claim procedure is mandatory, the term of response to the pre-claim is 30 (thirty) calendar days.

10.8. In case of failure to resolve disputes in the pre-claim procedure, the Parties shall refer it to the competent court at the location of the Site Owner.

11. Final Provisions

11.1. All issues not covered in these Terms shall be resolved in accordance with the laws of the country of incorporation of the Site Owner.

11.2. These Terms are concluded for the term of the User's use of the Site, come into force for the User from the moment of commencement of the use of the Site, and are valid either until they are changed or cancelled on the initiative of the Site Owner, or until the User stops using the Site, including by deleting the Account.

11.3. If any of the provisions of these Terms become invalid, this does not affect the validity or applicability of the remaining provisions.