

UAVPROFSIM Website Terms and Conditions

1. General Provisions

UAVPROF SOFTWARE – FZCO, a Free Zone Company duly incorporated and existing under the laws of the United Arab Emirates, licensed by the Dubai Integrated Economic Zones Authority (License No. 60484), having its registered office at DSO-IFZA Properties, Dubai Silicon Oasis, Dubai, UAE (hereinafter referred to as the "Site Owner") invites you to use the website located at: uavprofsim.com, subject to the terms and conditions of this Website Terms and Conditions (hereinafter – "Terms").

The Site is operated from the United Arab Emirates and 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 Privacy Policy (Personal Data Policy) and the Cookie Policy available at <https://uavprofsim.com/documents/>.

These Terms are provided in the English language. An Arabic translation may be provided for convenience and to meet local requirements. In the event of any inconsistency between the English and Arabic versions, the English version shall prevail, unless otherwise required by applicable law. For consumers located in the United Arab Emirates, if mandatory consumer protection laws require the Arabic version to prevail, the Arabic version shall take precedence to the extent of such requirement.

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/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>

2.8. **Site Owner** means UAVPROF SOFTWARE – FZCO, a Free Zone Company incorporated in Dubai, United Arab Emirates, licensed by the Dubai Integrated Economic Zones Authority (License No. 60484), with its registered office at DSO-IFZA Properties, Dubai Silicon Oasis, Dubai, UAE.

2.9. **Software** means UAVPROF Drone Simulator professional flight simulation software (including versions such as Base (“Standard”), Premium (“Professional”), and Dev (“Developer”)), developed 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 may include updates, upgrades, bug fixes, modifications, or new editions provided by Licensor to User under the End-User License Agreement or under a separate agreement.

Updates, upgrades, or new versions are not included with a perpetual license and may require a separate purchase, as specified in the EULA.

The Software is intended for training and simulation purposes only. It must not be relied upon as a substitute for real-life flight training, certification, or compliance with aviation regulations.

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 a limited, non-exclusive, non-transferable right to use the Site in accordance with its functional purpose under the Terms, namely, to obtain access to the Software and related services as available, 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/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/documents/>. If the amendments are material, the Site Owner will notify registered Users via their Account or by email. 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.

3.4. Nothing in these Terms shall exclude, restrict, or modify any rights of Users who qualify as consumers under applicable law, including but not limited to mandatory consumer protection rights under the laws of the United Arab Emirates or other jurisdictions where such rights cannot be waived by contract.

3.5. The Site and Software may not be accessed or used in jurisdictions where such access or use is prohibited by applicable law, including countries subject to international sanctions.

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. Access to the Site and Software is provided solely for the User's own purposes and may not be resold or used for commercial service provision unless expressly authorized by the Site Owner.

4.3. These Terms do not grant any licence to the User in respect of the Site, the Software, or any Data, except as expressly permitted herein or in the EULA. 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 any digital rights management (DRM), encryption, or other 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, comments, or other materials 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.

4.8. The provisions of this Section 4 (Intellectual Property) shall survive the termination of these Terms, closure of the User's Account, or cessation of use of the Site or Software, and shall remain enforceable against the User for so long as the relevant intellectual property rights subsist.

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, and

disclaims any warranties to the extent permitted by applicable law. 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. Limited user support may be provided at the Site Owner's discretion, but no specific level of support is guaranteed. For the avoidance of doubt, no technical support for the Software is included with any perpetual license unless purchased separately, as further set out in the EULA.

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.

5.4.3. Where required to comply with applicable law, regulations, or governmental orders.

5.4.4. Where the User fails to pay applicable fees or a payment is reversed, cancelled, or disputed.

5.4.5. Where the Account is used in a fraudulent, unlawful, or abusive manner, including breach of export control or sanctions laws.

5.5. The Site Owner may at its sole discretion suspend or discontinue the Site or the availability of the Software at any time, temporarily or permanently, without liability, provided that such termination does not affect rights of Users who have already purchased licences to the extent required by applicable law.

5.6. 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.

5.7. 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. Users may withdraw their consent or opt-out of such communications at any time.

5.8. 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;
- 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 illegal, infringing, or otherwise unlawful under applicable law;
- 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;
- impersonates another person or entity, misrepresents the User's identity, or 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.

6.7. Use of the Site and purchase of licences are available only to individuals who are at least thirteen (13) years old (or the minimum age of digital consent in your jurisdiction), whichever is higher. If you are between 13 and 18 (or the age of majority in your jurisdiction), you may only purchase a licence and/or use the Site under the supervision or with the consent of a parent or legal guardian, who agrees to be bound by this Agreement on your behalf.

6.8. The User represents and warrants that they are not subject to international sanctions or restrictions that prohibit the use of the Site or Software, and will not use the Site or Software in violation of export control laws or for unlawful purposes.

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), and accept these Terms, the Privacy Policy, and the Cookies Policy. 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. By completing Registration, the User consents to the processing of their personal data in accordance with the UAE Personal Data Protection Law (PDPL) and other applicable data protection laws.

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. The Software is not intended for children under the age of 13 (or the minimum age of digital consent in your jurisdiction). If you are between 13 and 18 (or the age of majority in your jurisdiction), you may only use the Software under the supervision or with the consent of a parent or legal guardian, who agrees to be bound by this Agreement on your behalf.

7.4. 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.

7.5. 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.

7.6. 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.

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

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

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

7.7.2.1. The purchased version of the Software;

7.7.2.2. The purchase date and/or activation date;

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

7.8. The Site Owner may deactivate or delete Accounts that remain inactive for an extended period, subject to reasonable prior notice to the User, and shall delete or anonymize related personal data except where retention is required by law.

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, non-transferable licence to the Software and, upon payment of the applicable licence fee, to download and use the Software in accordance with the EULA.

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/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.

8.4. The EULA is governed by and construed in accordance with the laws of the Dubai International Financial Centre (DIFC), without prejudice to any mandatory provisions of the laws of the United Arab Emirates applicable to consumer protection or data protection.

8.5. If the User qualifies as a consumer under applicable law (e.g. the European Union), the User may have a statutory right of withdrawal from the purchase of the Software within fourteen (14) days from the date of purchase, unless the User has expressly consented to immediate download and acknowledged the loss of such withdrawal right. Nothing in these Terms excludes or limits such mandatory rights.

8.6. If the User does not agree to the EULA, they must not purchase, install, or use the Software.

9. Liability of the Parties

9.1. To the maximum extent permitted by applicable law, the Site, the Software, and any Data are provided “as is” and “as available”. The Site Owner does not make any warranties or representations 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. To the fullest extent permitted by law, the Site Owner's total liability for direct damages arising from or relating to these Terms, the Site, or the Software shall not exceed the greater of (i) the total fees actually paid by the User for the Software giving rise to the claim, or (ii) one hundred US dollars (USD 100). The Site Owner shall under no circumstances be liable for indirect, incidental, special, consequential, or punitive damages, including loss of profit, loss of data, or business interruption.

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 Site Owner shall not be liable for any failure or delay in performance of its obligations under these Terms to the extent caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, flood, epidemic or pandemic, war, armed conflict, terrorism, labour disputes, governmental actions or restrictions, interruption of utilities, or failures of telecommunications or internet service providers. In such cases, the Site Owner's obligations shall be suspended for the duration of the event. If the force majeure event continues for more than sixty (60) days, either Party may terminate the affected obligations under these Terms by providing written notice to the other Party, without liability.

9.9. The User represents and warrants that: (i) all information provided during Registration and use of the Site is accurate, complete, and up to date; (ii) the User has the legal capacity and authority to enter into these Terms and the EULA; (iii) the User will not use the Site or Software in violation of applicable laws, export control or sanctions regulations; and (iv) the User's use of the Site or Software will not infringe the rights of any third party. The User agrees to indemnify, defend, and hold harmless the Site Owner, its affiliates, and their officers, directors, employees, and contractors from and against any claims, damages, liabilities, losses, or expenses (including reasonable legal fees) arising out of or related to the User's breach of these representations or obligations under these Terms, to the maximum extent permitted by law.

9.10. 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.

9.11. Nothing in these Terms shall exclude, limit, or modify any statutory rights of Users who qualify as consumers under applicable law, including but not limited to mandatory rights under UAE law or other jurisdictions where such rights cannot be waived by contract. Some jurisdictions do not allow the exclusion of certain implied warranties or the limitation of liability for incidental or consequential damages; in such jurisdictions, the limitations in this Section shall apply only to the maximum extent permitted by law.

9.12. The limitations and exclusions of liability in this Section shall survive termination of the Account or cessation of use of the Site or Software.

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. 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.

10.6. If no amicable settlement is reached within thirty (30) calendar days of written notice of the dispute, then, to the fullest extent permitted by applicable law:

(a) disputes with Users shall be finally resolved by arbitration under the Rules of the Dubai International Arbitration Centre (DIAC). The tribunal shall consist of a sole arbitrator appointed in accordance with the DIAC Rules. The seat (legal place) of arbitration shall be the Dubai International Financial Centre (DIFC), Dubai, United Arab Emirates. The language of the arbitration shall be English.

(b) disputes with Users who qualify as consumers under applicable law may be brought before the competent courts of the United Arab Emirates, without prejudice to any mandatory consumer rights in the User's country of residence.

10.7. These Terms, and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (DIFC), without prejudice to any mandatory consumer protection rights of Users in their country of residence.

11. Final Provisions

11.1. All matters not expressly regulated by these Terms shall be governed by and construed in accordance with the laws specified in Clause 10 (Governing Law).

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. Provisions of these Terms which by their nature are intended to survive termination (including, without limitation, provisions relating to intellectual property, limitations of liability, governing law and dispute resolution, and confidentiality) shall continue in full force and effect notwithstanding the termination or expiry of these Terms.

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

11.5. These Terms, together with the Privacy Policy, Cookies Policy, and End-User Licence Agreement (where applicable), constitute the entire agreement between the User and the Site Owner with respect to the use of the Site and supersede all prior understandings, agreements, or representations, whether oral or written.

11.6. No waiver by the Site Owner of any breach or default by the User shall be deemed a waiver of any preceding or subsequent breach.

11.7. The User may not assign or transfer any rights or obligations under these Terms without the prior written consent of the Site Owner. The Site Owner may assign these Terms freely to an affiliate or in connection with a merger, acquisition, or sale of assets.