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**User Agreement of the UAVPROFSIM website**

1. **General Provisions**

Limited Liability Company "STRATUS" (hereinafter referred to as the "Site Owner") invites you to use the site located at: [uavprofsim.com], in accordance with the terms of this User Agreement of the site.

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

Before you start using the site, please carefully read this Agreement, as it contains a description of the functionality and operating conditions of the Site, regulates your relationship with the Site Owner, establishesrights, obligations, guarantees and liability, determines the jurisdiction for dispute resolution and the law applicable to the relations of the parties, and other essential conditions.

By starting to use the site, you perform actions that indicate its acceptance of the terms of the Agreement in full. You confirm that before starting to use the site, you had the opportunity to familiarize yourself with the terms of the Agreement and that the terms of the Agreement are clear to you. You have the appropriate legal capacity and legal capacity to conclude and execute the Agreement.

By using the site, you also confirm that you have read and agree to the Personal Data Processing Policy located at [https://uavprofsim.com/documents/] and the Cookies Policy located at [https://uavprofsim.com/documents/]

If you do not agree with the provisions of the Agreement in whole or in part, you must stop further use of the site.

1. **Terms**
	1. **Activation**- actions performed by the User to confirm the credentials entered by him and complete the Registration procedure in the Personal Account.
	2. **Owner of the Site**– Limited Liability Company “STRATUS” OGRN: 1223900003800, INN 3906412175, Address: 236022, Kaliningrad region, Kaliningrad city, Sovetsky prospect, house 18, floor 1, room II.
	3. **Data**– The Website, the components of the Website, including but not limited to: computer programs, including system, application and auxiliary software, as well as software for managing the content of the Website, server applications designed to implement the functionality of the Website; the design of the Website, including the logical structure of the pages, sketches of the main and standard pages, as well as the user interface (menu arrangement, navigation, interaction with the User, etc.); page texts set out using special languages ​​​​that are responsible for the logical structure of the pages, their appearance, etc.; the information content of the Website in the form of text, graphic, audiovisual, multimedia and other objects located or created using the Website, including those available for downloading; database management systems, databases, the structure, location and content of databases; brand names, commercial designations, names of places of origin of goods, trademarks, service marks, other means of individualization of goods, works, services and enterprises; domain names and rights to them; other results of intellectual activity.
	4. **End User License Agreement**– an agreement under which the Site Owner (Lthe licensor) grants the User a simple (non-exclusive) license to use the software available for downloading from the Site, in the manner and on the terms specified in the Agreement, and the User undertakes to pay the license fee, as well as to comply with the rules and restrictions established by the Agreement regarding the use of the software. The end user license agreement is an accession agreement and is posted for review at [https://uavprofsim.com/documents/]
	5. **Personal account**- the User’s personal section on the Site, associated with the User’s Account, not accessible for viewing by other Users of the Site.
	6. **BY**- UAVPROF Drone Simulator – professional software for flight simulation (training of unmanned aerial vehicle (drone) operators using realistic simulations to recreate natural flight conditions).
	7. **User**– any natural or legal person, located in any jurisdiction, who uses or has access to the Site.
	8. **Agreement**- this User Agreement, including appendices to it, concluded between the User and the Owner of the site.
	9. **Registration**– actions performed by the User independently to create an Account in the Personal Account**.**
	10. **Website**– Website on the Internet, located at: [uavprofsim.com]
	11. **Parties**- User and Owner of the site.
	12. **Account**- a User account created in the Site Owner’s system after the user has completed Registration on the Site.
2. **Subject of the Agreement**
	1. The Site Owner, after the User accepts the terms of this Agreement, grants the User the right to use the Site in accordance with the functional purpose under the terms of this Agreement, namely, to gain access to the software and information about the software and other activities of the Site Owner, and the User, when using the Site, undertakes to comply with the terms of the Agreement, otherwise the User undertakes to stop using the Site.
	2. The site contains:
	3. content that is available for viewing by the User without going through the Registration procedure;
	4. content that is available for viewing by Users who have completed the Registration procedure;
	5. content that is available for viewing by Users who have entered into an End User License Agreement and started using the Software.
	6. The current version of the Agreement is posted at [https://uavprofsim.com/documents/]. The Agreement may be changed by the Site Owner without prior notice to Users. The new version of the Agreement comes into force from the moment it is posted on the site at [https://uavprofsim.com/documents/]. The User independently monitors changes to the Agreement. Continued use of the Site after changes to the Agreement mean the User's consent to such changes.
3. **Intellectual property**
	1. The Site, software and any Data available on the Site are the results of intellectual activity and belong to the Site Owner or the rights to them have been granted to the Site Owner by third parties.
	2. Use of the Site and Data is permitted only in accordance with its functional purpose, and the Software – in accordance with the terms of the End User License Agreement.
	3. This Agreement is not a license agreement for the use of the Site or individual Data. The User undertakes to comply with the exclusive right and rights of the information owner in relation to the Site, in particular:
		1. not to process, modify, copy, decompile, publicly display, reproduce or use in any way not expressly provided for by the Agreement, components of the Site, including computer programs and databases, any information, or create derivative objects based on them;
		2. not to violate or bypass the technical protection measures of the Site, their components, or the information posted on the Site;
		3. not to change or delete marks about the ownership of such Data by the Owner of the Site or third parties, about the receipt of such Data using the Site, any other notifications and marks that contain such Data.
		4. not to take any actions that cause or may cause an unreasonably or disproportionately large load on the infrastructure that ensures the operation of the Site.
	4. Except for cases expressly specified in the Agreement with respect to the information content of the Site, no Data, including parts thereof, may be downloaded, reproduced, made accessible, including to an unlimited number of persons, communicated to the public, modified, translated, processed, published, subjected to any changes (including by supplementing, commenting, providing publications, changing the indication of authorship or excluding marks of authorship, or in any other similar way), distributed, transferred, or otherwise used by the User that lead to a violation of the rights of the Site Owner or other copyright holders.
	5. The owner of the website has the right to use technical means of protecting the Website, its components and information, including technical means of protecting information of other copyright holders, and to inform the copyright holders of violations committed by the User.
	6. The owner of the site reserves the right to change or delete Data from the Site at any time and otherwise change the content of the Site without notifying the User.
	7. By sending feedback, posting comments or other requests through the Site within the functionality provided by the Site, the User grants the Site Owner the right to use the said objects on the terms of a free, for the entire term of the User's exclusive rights and throughout the world, simple (non-exclusive) license in the following volume: reproduction, public display by any means and for any purposes, translation or processing by any means for the purpose of their use and posting on the Site, bringing to the public attention and providing access to them to an unlimited number of persons, other use for the purpose of implementing the functional capabilities of the Site.
4. **Rights and obligations of the Site Owner**
	1. The Site Owner undertakes to take measures to eliminate technical problems during the operation of the Site, as well as to consider Users' suggestions for improving the operation of the Site and software. At the same time, the Site Owner does not guarantee the constant availability of the Site (including taking into account the need to carry out technical work), the absence of failures in the operation of the Site. The Site Owner does not provide Users with technical support services for the Site and does not configure and refine the Site in accordance with Users' requests.
	2. The Site Owner has the right to change and delete the functionality, structure and information available on the Site at any time. The Site Owner is not obligated to store or provide the User with Data, except in cases stipulated by applicable law.
	3. The Site Owner has the right to transfer rights and obligations under the Agreement to third parties without the consent of the User, of which the User is notified by publishing a notice on the Site, or sending a notice to the User by e-mail specified in the Personal Account, or by publishing a new version of the Agreement.
	4. The owner of the website has the right to restrict access to the Website and/or its individual parts in whole or in part and/or to terminate the possibility of using it:
		1. In the event of a violation by the User of the terms of the Agreement, including the provision of false information during Registration, or if there are grounds to believe that the restriction is a necessary way to protect the rights of the Site Owner and other Users.
		2. For organizational or technical reasons, to ensure information security in order to prevent unauthorized access, loss or destruction of Data until such reasons are eliminated or until another time at the discretion of the Website Owner.
	5. The owner of the website has the right to process statistical information about the User's use of the Website and to carry out automated processing of information specified by the User on the Website, in accordance with the Policy on the handling of personal data and the Policy on the use of cookies.
	6. The owner of the website has the right, independently or with the involvement of third parties, to send advertising, informational or other messages to the email addresses of Users who have expressed their consent to receive such messages.
	7. The owner of the site has the right to make backup copies of databases containing information provided by the User. However, the Agreement does not create obligations to store information and provide access to it.
5. **Rights and obligations of the User**
	1. The User undertakes to:

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

- respect the rights of the Website Owner and other copyright holders to intellectual property;

- not to obtain or provide access to, monitor, reproduce, distribute, transmit, broadcast, sell, license, copy or otherwise use the Data using robots, parsing, spiders, scrapers or other automated means or manual processes for any purpose;

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

- not to take actions that cause or may cause an unreasonably or disproportionately large load on the infrastructure of the Website Owner;

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

- not to attempt to modify, translate, adapt, edit, decompile or disassemble, or to reverse engineer the software used by the Website Owner;

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

- do not download Data that has not been expressly provided by the Site Owner for downloading.

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

- is illegal;

- is of an advertising nature, spam;

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

- includes viruses or other harmful 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 impose obligations of any kind on them.

* 1. For the correct operation of the Site, the User is recommended to have pre-installed software, the composition and requirements of which are indicated on the Site.
	2. The User has the right to send the Site Owner his/her suggestions, requests or other feedback using the feedback form provided on the Site or to the e-mail addresssim@uavprof.com.
	3. The User has no right to transfer rights and obligations under the Agreement to other persons. No transactions are allowed with respect to the User account, the User's authentication data for access to the Personal Account, including sale, gift, assignment, exchange, provision of temporary access.
	4. The User is obliged to immediately notify the Site Owner of any cases of access to the Site, including access to the software through the Site by third parties under the User's Account and/or any violation of security requirements that creates a threat to such access to the e-mail box.sim@uavprof.com.
1. **Registration and User Personal Account**
	1. To obtain an Account and create a Personal Account on the Site, the User must complete the Registration procedure. Registration is performed by the User independently, for which the User, when entering the Personal Account, clicks the "Register" button and fills in their account data (including creating a login and password). After successfully filling in the account data and agreeing to the necessary terms of use of the Site (including expressing consent to the processing of personal data and agreeing to other registration requirements), the User receives an automatic letter from the Site to the email address specified when filling in the account data to confirm Registration and a link to activate the Account in the Personal Account. After successfully clicking on the link to activate the Account, the User is considered registered on the Site.
	2. The User agrees that the login and password used to log into the Account act as a simple electronic signature key of the User and confirm the actions performed by the User himself.
	3. In the event of a violation by the User of the terms of this Agreement, including the provision of false data, the Site Owner has the right to block or delete the User's Account on the Site without the possibility of its restoration.
	4. The User is obliged to ensure the accuracy and relevance of the information provided during Registration. The User is obliged to update the information provided during Registration to ensure its accuracy, accuracy, relevance and completeness.
	5. The User shall independently take appropriate measures to ensure the safety of the data from his/her Account (including login and password), equipment used to access the Site, and shall be responsible for the security and confidentiality of his/her data used to access the Site. Any action performed on the Site using the User's Account shall be considered an action performed by the User himself/herself and shall establish the obligations and liability for the User with respect to such actions and the consequences that may have entailed or have entailed such actions, including liability for violation of this Agreement and the requirements of applicable law.
	6. After completing the registration, the User gets access to the Personal Account. The Personal Account displays the following information:
		1. Information about the User, including information provided by him at the registration stage or additionally filled in.
		2. Information about the User’s acquisition of a software license, including:
			1. Purchased version of software;
			2. Commencement of the license term;
		3. Information about the availability of the User's consent and the chosen method of receiving marketing and advertising messages from the Website Owner.
2. **Conclusion of the End User License Agreement**
	1. The Site provides the opportunity for any registered User who meets the requirements set forth in the End User License Agreement to purchase a simple (non-exclusive) license for the Software and gain access to the Software by downloading it from the Site.
	2. The User's unconditional consent to the terms of the End User License Agreement is a mandatory condition for purchasing and using the Software. The User has the right to familiarize themselves with the End User License Agreement in advance at [https://uavprofsim.com/documents/], and it will also be displayed to confirm the User's consent at the software installation stage.
	3. The End User License Agreement shall prevail in the event of any conflict with this Agreement or any other documentation posted on the Site.
3. **Responsibility of the Parties**
	1. The owner of the website does not provide any guarantees regarding the User’s use of the Website and data, in particular regarding commercial suitability, applicability for specific purposes, absence of technical problems and stability of access to the Website.
	2. The Site Owner shall not be liable for any losses associated with access to the Site or the inability to access it in whole or in part for any reason (including in the event of scheduled or unscheduled technical and preventive maintenance, failures in the operation of Internet providers, computer networks, servers, illegal actions of third parties, force majeure, detection of malicious software, occurrence/detection of errors in the operation of the Site), as well as for any losses associated with the loss of User data stored on the Site.
	3. The owner of the site is not responsible for the actions and inactions of Users, including if they entail a violation of the rights of third parties, legislation or contractual obligations.
	4. The liability of the Site Owner is in any case limited to compensation for actual damage caused to the User in an amount not exceeding ten thousand rubles.
	5. The owner of the website is not responsible for the transfer of information by the User to third parties using the Website, as well as if information from the Website became available to third parties due to their unauthorized access to the User's equipment or the actions of viruses or malicious software on the User's equipment.
	6. The User is advised to set a secure password and change it regularly. The Site Owner is not responsible and does not compensate for losses incurred due to unauthorized use of the User Account by third parties.
	7. The site may contain links and banners to other sites on the Internet. The owner of the site is not responsible for the content of these resources, compliance by their owners with the requirements of the law, as well as their availability. Adding links to such websites does not imply advertising of the materials of these third-party websites or applications and does not mean any connection with their owners. Any transitions on links made by the User, the latter makes at his own risk.
	8. For failure to fulfill or improper fulfillment of the obligations assumed by the User under the Agreement, the User shall be liable in accordance with the legislation of the country of the Owner of the website.
4. **Dispute Resolution, Governing Law, and Site Location**
	1. In the event of any disputes or disagreements related to the execution of this Agreement, the User and the Site Owner will make every effort to resolve them through negotiations between them.
	2. Before applying to a competent court, the Parties must resolve disputes through a claim procedure.
	3. The User has the right to send a claim to the Site Owner by e-mail to the addresssim@uavprof.com, as well as in writing by sending it by Russian Post by registered mail with acknowledgment of receipt. The claim must contain the essence of the demand, evidence confirming the demand, as well as the User's registration data on the Site.
	4. The owner of the site has the right to use any data known to him about the User to send a claim. The User is responsible for the accuracy of the data posted by him and for the possibility of receiving legally significant messages on the specified data.
	5. The owner of the website, in order to avoid jurisdictional disputes and disputes about applicable law, specifically notifies the User that the activities of the Website are directed to the territory of the Russian Federation, and the Agreements are concluded and executed on the territory of the Russian Federation.
	6. The current legislation of the Russian Federation shall apply to relations under this Agreement.
	7. Disputes arising in connection with the conclusion, execution or termination of this Agreement shall be resolved through negotiations between the Parties. In the event that it is impossible to resolve disputes through negotiations, compliance with the claim procedure is mandatory, the response period to the claim is 30 (thirty) calendar days.
	8. If the dispute is not resolved through the claim procedure, the Parties shall submit it for consideration to the competent court at the location of the Website Owner.
5. **Final Provisions**
	1. Issues not regulated by the Agreement shall be resolved in accordance with the legislation of the country of registration of the Website Owner.
	2. This Agreement is concluded for the period of the User's use of the Site, comes into force for the User from the moment of the beginning of the use of the Site and is valid either until it is changed or terminated at the initiative of the Site Owner, or until the User stops using the Site, including by deleting the Account.
	3. If any of the terms of this Agreement is found to be invalid, this shall not affect the validity or enforceability of the remaining terms of the Agreement.