

Terms and Conditions AirHub B.V.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

1. General

By using or accessing the AirHub website, services, or any (mobile) applications made available by AirHub (the "Service" or "AirHub"), however accessed, you agree to be bound by these General Terms of Use ("Terms"). The Service is owned and controlled by AirHub ("AirHub B.V."), a company established under Dutch law, having its registered office at Hillenraad 3, 3334BK, Zwijndrecht and registered with the Dutch Chamber of Commerce (Kamer van Koophandel) with registration number 68463812 ("AirHub B.V. "). These Terms affect your legal rights and obligations. Your access to and use of the Service are conditioned on your acceptance of and compliance with these Terms. By accessing or using the Service you agree to be bound by these Terms.

You agree to be contacted via Email, SMS and text messaging by us, including push notifications, and by third parties if relevant, regarding our Services, our website and apps, third party notifications and/or advertisements, and requests to rate our website or apps.

By using the Service, you are granting us permission to access your account and those messages, data, information, text, graphics, audio, video or other material ("Materials") posted/uploaded/transmitted to or through the Service using your account, solely in connection with the provision of Services.

2. Content

The use of the Service requires that you provide certain details or information in relation to the drones used, the pilots, the intended flights, and other content (the "Content").

AirHub B.V. is in no way whatsoever responsible for the Content and shall not take up any responsibility whatsoever should the Content not be correct or not be complete. You will be solely responsible for the posting or provision of the Content. AirHub B.V. shall not be responsible for any subsequent actions taken by you or by any user under

your or other granted account, caused by your input of Content. Only you are responsible for your use of the Service, for any Content that you post to the Service, and for any consequences thereof.

AirHub B.V. shall not be responsible for any refusal by the civil aviation authority to grant any permission, certification or license requested.

3. Ability To Contract

You may use the Service only if you can form a binding contract with AirHub B.V. and are not a person barred from receiving or using the Service under the laws of The Netherlands or other applicable jurisdiction. You shall be responsible for full compliance with all legal and regulatory requirements, in particular but not limited to the requirements provided by the legislation regarding the use of RPAS in the European airspace. You affirm that you are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. If you are under 18 years of age, then please do not use our website, our apps or our Service.

If you are accepting the Terms and using the Service on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

You represent and warrant that you have all the rights, power and authority necessary to provide the Content and to use the Service.

4. Data Protection

Any kind of personal data obtained from you is used only internally for the proper functioning of the Service and your AirHub account. AirHub B.V., as data controller, shall securely process the personal data in accordance with local and European laws on the protection of privacy in relation to the processing of personal data. Pursuant to the applicable data protection laws, you have the right to access and correct your personal data processed by AirHub B.V.. If you want to access or correct your personal data, you can send an e-mail to AirHub. Your personal data will not be transferred to third parties without your consent, except where this is necessary in the framework of the provision of

the Service (e.g. where it is necessary to transmit personal data to the civil aviation authority with regard to a flight approval request). As part of providing you the Service, we may need to provide you with certain communications, such as service announcements and notifications. These communications are considered part of the Service. You can opt-out of most communications from AirHub B.V. including our newsletter, notification emails, etc. Please see the Manage reporting section of your Settings.

As a part of our Service, we may offer links to web sites and/or integrate our Services with those operated by various third parties and are not responsible or liable for any acts or omissions created or performed by these third parties or the integration with them. We provide such links and integration for your convenience and reference only. We do not operate or control in any way any information, software, products or services available on such web sites, apps or services. Our inclusion of a link to or integration with a third party does not imply any endorsement of the services or the site, its contents, or its sponsoring organization.

5. Account Access And Password

If you use AirHub on a public computer or on a computer which is accessible by others, make sure to log out at the end of your use of the Service. As most of the data you enter is confidential you are solely responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. Any successful login using your account access and password, regardless of whether it was executed by you or someone else, will be deemed as a personal act by you. If you know, or have reason to believe that your account access and password were stolen or misused, or in case of any other security issue, please notify AirHub B.V. immediately.

AirHub B.V. cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

By connecting to us with a third-party service (e.g., Facebook or Twitter or LinkedIn), you give us permission to access and use your information from that service as permitted by

that third-party service, and to store your log-in credentials for that third-party service. The Service is not available to any User who has been removed from the Service by us.

6. Limited Software License

AirHub B.V. grants you the non-exclusive, personal, non-transferable, limited right and license to use the Service ("License"). All rights not specifically granted are reserved by AirHub B.V. . The Service is licensed, not sold, for your use. Your License confers no title or ownership in the Service, and should not be construed as a sale of any rights in the Service. The License shall also apply to patches or updates you may obtain for the Service, unless that patch or update is accompanied by additional terms.

The License is subject to the following limitations ("License Limitations"). Any use of the Service in violation of the License Limitations will result in an immediate termination of your License, and continued use of the Service will be an infringement of AirHub B.V. 's copyrights in and to the Service. You agree that you will not do, or allow, any of the following: (1) exploit the Service or any of its parts commercially; (2) copy, reproduce, distribute, display or use any part of the Service except as expressly authorized by AirHub B.V. herein; (3) copy the Service onto a hard drive or other storage device unless the Service makes a copy itself during installation or operation; (4) sell, rent, lease, license, distribute, or otherwise transfer the Service or any copies thereof; (5) reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of the Service, in whole or in part; (6) hack or modify the Service; (7) remove, disable, or circumvent any proprietary notices or labels contained on or within the Service.

6.1 Mobile Applications - Specification

We may make available an App to access the Service via a mobile device. To use any App you must have a mobile device that is compatible with the Mobile Service. We do not warrant that any Mobile App will be compatible with your mobile device. We grant to you a non-exclusive, non-transferable, revocable license to use a compiled code copy of any App for one account on one mobile device owned or leased solely by you, for your personal, non-commercial use. You may not: (i) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third party or use the App to provide time sharing or similar services for

any third party; (iii) make any copies of the App; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (v) delete the copyright and other proprietary rights notices on the App. You acknowledge that AirHub may from time to time issue upgraded versions of the App, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the App is covered by the applicable open source or third-party end user license agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the App or any copy thereof, and we or its third party licensors or suppliers retain all right, title, and interest in and to the App (and any copy of the App). You agree to comply with all Dutch and foreign laws related to use of the App and the Service. Standard carrier data charges may apply to your use of the App.

7. Property Rights

All rights, title, and interest in and to the Service are and will remain the exclusive property of AirHub B.V. and its licensors. The Service is protected by copyright, trademark, and other applicable laws of both The Netherlands and foreign countries.

Nothing in the Terms gives you a right to use the AirHub B.V. or AirHub name or any of the AirHub B.V. or AirHub trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding AirHub B.V. or AirHub, or the Service, is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

8. Fees And Service

The prices payable for the Service you order are those displayed on the AirHub website, including all taxes except VAT. Payment shall be made by one of the methods you have selected during the ordering process. From time to time AirHub B.V. may change its payment policies and fees for the Service including the addition of costs for newly added or tailored functions. The changes to the fees or payment policies are effective

upon your acceptance of those changes. Unless otherwise stated, all fees are quoted in EUR. Any outstanding balance becomes immediately due and payable upon termination of this Agreement. An interest rate is due, by operation of law and without prior notice, as well as a lump sum of 10% of the amounts not paid on the due date with a minimum of 150 EUR, notwithstanding the right of AirHub B.V. to evidence that a higher burden is suffered and ask for additional damages such as, but not limited to, the collection expenses (including attorneys' fees) incurred by AirHub B.V.. These compensations will be included in the amount owed, and may be charged to the credit card or other billing mechanism associated with your account. This clause does not deprive the rights of the parties to bring the dispute to court.

9. Termination

9.1 Adaptation Of The Service And Ending Of The Service

The Service is always evolving and the form and nature of the Service may change from time to time without prior notice to you.

AirHub B.V. may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally, without notice period in case of force majeure, and with two weeks prior written notice in all other cases.

AirHub B.V. retains the right to create limits on use and storage at its sole discretion, at any time without prior notice to you.

9.2 Duration

The Terms will continue to apply until terminated by either you or by AirHub B.V.. You may terminate the Terms with AirHub B.V. at any time for any reason by sending us a request to end your account, by giving at least two weeks prior written notice to AirHub B.V. .

We may suspend or terminate your account(s) or cease providing you with all or part of the Service at any time for any reason, including, but not limited to, if we reasonably believe that: (1) you have violated the Terms, (2) you create risk or possible legal exposure for us; or (3) our provision of the Service to you is no longer commercially viable. We will make reasonable efforts to notify you at the email address associated with your account or the next time you attempt to access your account.

10. Disclaimers And Limitations Of Liability

You are responsible for your use of the Service, for any Content you provide, and for any consequences thereof, including the use of your Content by other users whom you have given access to the Content. AirHub B.V. does not guarantee that the Service corresponds to your expectations and intended uses. AirHub B.V. makes no warranty of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular use and non-infringement.

In no event will AirHub B.V. ("AirHub B.V." includes any company affiliated with and any of their employees, managers, officers and agents) be liable for any damage resulting from the use or malfunction of the Service, including, but not limited to, damage to property, loss of goodwill, computer failure or malfunction and, to the extent permitted by law, damages for personal injuries, even if AirHub B.V. has been advised of the possibility of such damage. AirHub B.V.'s liability shall not exceed the actual price paid for the license to use the Service. Nothing in these terms shall limit or exclude AirHub B.V.'s liability for its own willful faults or negligence. AirHub B.V. is not liable for willful faults or negligence of its employees or agents.

11. Availability Of The Service

AirHub is merely a tool; in no form whatsoever it can be considered as a replacement nor guarantee for your safety and/or quality policy. The Service, including, without limitation, AirHub content, is provided on an "as is", "as available" and "with all faults" basis. To the fullest extent permissible by law, AirHub B.V. makes no representations nor warranties nor endorsements of any kind whatsoever, express or implied, as to: (1) the Service; (2) the AirHub content; (3) user Content; or (4) security associated with the transmission of information to AirHub or via the Service. In addition, AirHub B.V. disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus.

AirHub B.V. does not represent or warrant that the Service will be error-free or uninterrupted, that defects will be corrected, or that the Service or the server that makes the Service available is free from any harmful components, including, without limitation, viruses. AirHub B.V. does not make any representations or warranties that the

information (including any instructions) on the Service is accurate, complete, or useful. The aeronautical data (i.e. representation of aeronautical facts, concepts or instructions in a formalised manner suitable for communication, interpretation or processing) or aeronautical information (i.e. information resulting from the assembly, analysis and formatting of aeronautical data) is provided to you on an “as is” basis, on an “as available from public sources” basis. AirHub B.V. is not liable and does not accept any liability whatsoever for the use of incorrect aeronautical data and/or information. The user remains responsible to verify the used aeronautical data and information in official sources. You acknowledge that your use of the Service is at your sole risk. AirHub B.V. does not warrant that your use of the Service is lawful in any particular jurisdiction, and AirHub B.V. specifically disclaims such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties, so the above disclaimer may not apply to you to the extent such jurisdiction’s law is applicable to you and these Terms. By accessing or using the Service you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Service.

AirHub B.V. does not endorse content and specifically disclaims any responsibility or liability to any person or entity, such as but not limited to any loss, damage, injury, claim, liability or other cause of any kind or character based upon or resulting from any content.

12. Specific Terms For Consumers

For consumers in the European Union and other countries: these Terms apply without prejudice to your statutory rights as a consumer. For such consumers, the clauses 12.1 to 12.3 shall prevail over other conflicting clauses in these Terms to the extent that these other clauses are not valid in a business to consumer relationship:

12.1 Right Of Withdrawal

You have the right to withdraw from the remotely executed Terms within 14 days after the day of execution of the Terms without any costs by sending a registered letter or an e-mail to AirHub B.V.. You can, however, not invoke the right of withdrawal if the Service were already fully provided by AirHub B.V. with your explicit consent.

12.2 Termination

You have the right to terminate the Service that AirHub B.V. provides to you by giving a one month written notice by sending a registered letter or an e-mail to AirHub B.V..

We may suspend or terminate your accounts or cease providing you with all or part of the Service, including, but not limited to, if we reasonably believe that: (1) you have violated these Terms, (2) you create risk or possible legal exposure for us; or (3) our provision of the Service to you is no longer commercially viable, and without any indemnity or compensation to be paid to you by giving a one month prior written notice at the email address associated with your account, notwithstanding the right of AirHub B.V. to terminate the Terms with immediate effect in cases of force majeure.

AirHub B.V. will only be responsible for loss or damage that you suffer that is a foreseeable result of the breach of these Terms by AirHub B.V. or its negligence.

12.3 Dispute Resolution

In the case of disputes with regard to the Service and/or the Terms you may contact AirHub B.V. or introduce the arisen dispute via the Online Dispute Resolution platform (<http://ec.europa.eu/consumers/odr/>) in order to resolve the dispute without a judicial procedure.

13. Applicable Law And Jurisdiction

These Terms and any action related thereto will be governed by the laws of The Netherlands without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Service shall be subject to the jurisdiction of the courts located in The Netherlands, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

14. No Waiver Of Rights

The failure of AirHub B.V. to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

15. Validity

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

16. Entire Agreement

These Terms are the entire and exclusive agreement between AirHub B.V. and you regarding the Service and these Terms supersede and replace any prior agreements between AirHub B.V. and you regarding the Service.

17. Miscellaneous

A Specific Agreement may be concluded between AirHub B.V. and business customers. Such Specific Agreement shall be governed by these Terms to the extent that they do not conflict. In case of conflict between these Terms and the Specific Agreement, the Specific Agreement shall prevail.

These Terms of Service are subject to change at any time, without prior notice. Any changes that are made to these Terms of Service will not apply retroactively and will not apply to disputes or events occurring before the change is published. You are responsible for reviewing these Terms of Service on a regular basis. These Terms of Service apply to all visitors and all who access our web site or Services. By continuing to access or use the Service or by the payment of the Service provided by AirHub B.V. after those revisions were notified to you, you agree to be bound by the revised Terms which will then have entered into force. If you have any questions about these Terms, please contact us.

IF YOU DO NOT AGREE TO THE TERMS STATED ABOVE OR TO ANY CHANGES MADE IN THESE TERMS, PLEASE EXIT THIS WEBSITE AND SERVICE IMMEDIATELY.