

## TERMS AND CONDITIONS OF THE INTERNET SERVICE WWW.AURIDM.AERO

### I. WHAT ARE OUR TERMS AND CONDITIONS?

1. Our Terms and Conditions shall specify the general terms, conditions, rights and obligations of users, service providers and the method of service provision of the website www.auridm.aero hereinafter referred to as **the Internet Service**.
2. The Service's website is operated by AURIDM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Warsaw, at ul. Twarda 18 00-105 Warsaw, registered by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register with KRS no. 0000768129, NIP 9512474792, REGON 381896372, with a share capital of PLN 5,000.00, hereinafter referred to as **the Service Provider**.
3. The Service's website shall be service-oriented, allowing for a more efficient exchange of information for the staff involved in the handling and operation of the Aircraft, particularly the transmission and management of information related to the Aircraft and the flight.
4. Contact with us shall always be possible:
  - a. by e-mail at support@auridm.aero;
  - b. by the form available on the Service's website.
5. The Terms and Conditions shall be made available continuously and free of charge on the Service's website so that you can obtain, restore and copy it at any time. You can also print it or save it on your device.

### II. GLOSSARY

In the Terms and Conditions, we will use a few terms, the meaning of which shall be described below:

**Civil Code** – the Act of 23 April 1964 (Journal of Laws No. 16, item 93 as amended);

**Consumer** – a User who is a consumer within the meaning of Section 22(1) of the Civil Code;

**Test Period** – the time during which the Crew may use the Service free of charge, which begins when the Plan Service expires and ends with the purchase of the following Plan or at the maximum time indicated on the Service's website, or the time during which the Crew may use the paid services for free or at the promotional price, if the Service Provider provides for this possibility, starting at the time of Registration of the Account. After the Test Period, the Account shall be deleted with all the data stored on it, except when a new Plan is purchased during the Test Period;

**Plan** – a set of paid Services by which the Crew can transmit, view and manage various types of information related to the Aircraft assigned to the Plan, particularly flight, booking or technical status of the Aircraft. The set of Services may be limited by the Crew Member's assigned Role;

**Entrepreneur** – a User who is an entrepreneur within the meaning of Section 43(1) of the Civil Code, except for a natural person engaged in an economic activity who concludes a contract directly related to their business activity, where it is apparent from the content of the contract that it does not have a professional character for that person, arising, in particular, from the subject matter of their business activity, made available under the provisions on Central Electronic Register and Information on Economic Activity;

**Terms and Conditions** – this document;

**Registration** – one-off operation of creating a User Account on the Internet Service, on the terms specified in the Terms and Conditions;

**Role** – attributed to the User who has made the Registration or the Crew Member invited to the Registration, in which the Crew Member may use the specific functionalities of the Service which shall be assigned to the Role. The User who has made the Registration and bought the Plan shall be automatically assigned the Role of the Aircraft Owner, while Users invited to Registration by the Owner or Crew Members who already own the Account shall be given the Role available in the Sending Invitation form, e.g., the Role of the pilot, co-owner, or the Aircraft mechanic, which the inviter shall choose;

**Aircraft** – a device able to float in the air, i.e., to flight. It shall be possible to manage the information related to the Aircraft after the Aircraft Owner has purchased Plan;

**Contract for providing the Plan Service** – a contract concluded between the Service Provider and the User who owns the Ship within the Service, under the rules set out in Section VI of the Terms and Conditions, which shall consist in providing the Plan Service;

**The Plan Service** – a paid service offered by the Service Provider, presented on the Service's website and using the AuriDM Mobile Application, which is designed especially to enable using paid Services provided by electronic means, thanks to which the Owner and the Crew can organise issues related, i.a., to the management and operation of the Aircraft;

**Services** – services provided by the Service Provider to Users by electronic means within the meaning of the Act of 18 July 2002 on the electronic provision of services (Journal of Laws no. 144, item 1204 as amended);

**Act on Consumer Rights** – Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, item 827);

**Act on Electronic Provision of Services** – Act of 18 July 2002 on the electronic provision of services (Journal of Laws no. 144, item 1204 as amended);

**User** – Consumer or Entrepreneur who can use the Services available in the Application;

**Aircraft Owner / Owner** – Role assigned automatically to the User performing an independent Registration on the Service. The Owner may purchase the Plan and invite other Aircraft Crew Members by giving them Roles available in the form for sending Invitations to Registration. The assignment of the Owner's Role to the invited Crew Member deprives this Role of the existing Owner for the designated Aircraft after Registration by the invited Crew Member;

**Crew / Crew Member** - User with an Account registered in the Service who may use the Services provided under the Plan. Each Crew Member shall be given a Role or several Roles within which the scope of the Services is limited;

**Order** – a statement of the will of the User who is the Aircraft Owner, aimed directly at concluding the Contract for providing of the Plan Service under the rules laid down in the Terms and Conditions;

**Invitation to Registration** – a link sent to the Crew Members by the Owner or other Crew Members who already have an Account on the Service through which the invited Crew Member may register on the Service. After registration, the invited Crew Member shall be assigned access to the Account and Role assigned to a specific Aircraft, indicated by the inviting User in the form for sending Invitations;

### **III. GENERAL TERMS AND CONDITIONS OF THE SERVICE**

1. The use of the Service may take place only on the terms and to the extent specified in the Terms and Conditions and under the provisions of applicable law.
2. To use our Service efficiently, you need to meet the minimum technical requirements, which means you need:
  - a. a device with Internet access, e.g., computer, laptop, tablet, mobile phone,
  - b. access to e-mail,
  - c. the latest version of a web browser with cookies options enabled,
  - d. a programme for reading and saving PDF files.
3. Please note that using the Services provided electronically may involve a threat to each Internet User, including you. You can face the risk of entering harmful software into your IT system and obtaining and modifying your data by unauthorised persons. To avoid such risks, we recommend that you use our Service by applying appropriate technical measures that minimise the occurrence of risks. A good solution is to use, e.g., antivirus programmes and firewalls.
4. As a Service User, you cannot use devices, software and methods that may interfere with its operation.
5. It is also prohibited for the User to use the Service in a manner that violates the law, good customs, personal goods of third parties or legitimate interests of the Service Provider, mainly providing content of illegal nature.

6. All rights to the Online Service, including copyright, intellectual property rights to its name, domain, website of the Service, as well as forms, logotypes and any content published and made available within the Service, shall belong to the Service Provider, and using them can only be done in the manner specified in the Terms and Conditions and following them.
7. The Service Provider shall have the right to organise occasional competitions and promotions, whose terms will always be posted on the Service's website. Promotions indicated on the Service's website shall not be combined unless otherwise stated in the Terms and Conditions of the promotion.

#### **IV. ELECTRONICALLY PROVIDED SERVICES**

1. Services shall be provided on the terms specified in this document.
2. The Service Provider shall allow using Free Services and Paid Services via the Service provided as part of the purchased Plan dedicated to Users who have purchased the Plan under the principles set out in section VI.
3. The Service Provider shall allow all Users to use the following Free Services:
  - a. browsing the information provided on the Service's website,
  - b. providing an interactive form enabling Users to contact the Service Provider;
  - c. redirecting to external social media;
  - d. establishing and maintaining the Account.
3. A user who has an Account, after logging in to it in the Test Period, may use, i.a., the following free Services:
  - a. adding and browsing information added in the Account by the Crew concerning, i.a., the Aircraft, including its technical condition, faults, statistics on past and current flights, viewing a timetable with flight bookings or other events;
  - b. downloading input data, information and documents on your device, especially flight history, faults and reports.
4. The conditions for the conclusion and termination of contracts for providing Free Services shall be set out in these Terms and Conditions in a subsection below and for the Paid Services under section VII of the Terms and Conditions.
5. The contract for providing the Service of browsing information on the Service's website shall be concluded for a definite period. It shall terminate on closing the Service's website by the User.
6. The User shall be able to send a message to the Service Provider using the form available on the Service's website. The contract for providing the Service of sharing an interactive form shall be concluded for a definite period and terminate on sending a message through the form by the User.

7. The contract for providing the Service of redirecting to external social media, i.a., Facebook, Instagram and YouTube, shall be concluded for a definite period and terminate on pressing the button with the icon of a given site.
8. The contract for providing the Service of establishing and maintaining the Account shall be concluded for an indefinite period. It shall be terminated on sending a registered request for the deletion of the Account by the User or the User's own deletion of the Account.

## **V. THE ACCOUNT**

1. Browsing and using some of the Services provided in the Service may require registering and logging in to the Account by the User. The services requiring Account Registration shall be described in section IV above.
2. The Service of maintaining an Account on the Service's website shall be available after registration. Registration occurs by completing and accepting the registration form made available on the Service's website.
3. Only persons duly authorised to act on behalf of the Entrepreneur may perform activities aimed at creating an Account.
4. Each Account shall have a specific Role or several Roles assigned. The User who registered the Account shall be automatically assigned the Role of the Aircraft Owner.
5. The User may not have more than one Account assigned to one e-mail address.
6. The User shall not be allowed to use other Users' Accounts and to provide other persons with the possibility to use the Account, including disclosing the Account's access passwords.
7. By registering the Account, the User declares that the data provided in the registration form are factual and do not infringe the rights of third parties. The User shall have the option of completing the data indicated in the Account as part of using the Account.
8. The Account shall contain the User's data provided by the User during Registration and the data edited by the User voluntarily after Registration.
9. If the User who is a Consumer violates the provisions of the Terms and Conditions, the Service Provider may terminate the Contract for providing the Services with a 14 days notice after unsuccessful calling to cease or remove the violations.
10. If the User who is an Entrepreneur violates the provisions of the Terms and Conditions, the law or good morals, the Service Provider may terminate the Contract immediately, i.e., delete the Account, or suspend its performance under the Account. For more information on the immediate termination or suspension of the implementation of the Contract, see section VIII of the Terms and Conditions.
11. Users with an Account shall have the opportunity to invite other Users who are Aircraft's Crew Members to create an Account.

12. To send the Invitation to create an Account, Users shall fill in the Invitation form through which they indicate the e-mail address to which the Invitation will be sent and assign Roles to the invited Users Roles. Assigning the Owner's Role to a given Aircraft shall cause the previous Owner of the Aircraft to lose the Owner's Role if the invited User accepts the Invitation and completes the Account Registration. The loss of the Owner's Role referred to in the previous sentence shall involve the possibility of using the Account only in terms of technical functionality unless the User who lost the Owner's Role is the Owner or Crew Member of another Aircraft (or several Aircraft).
13. After sending the Invitation, the invited User shall receive a link referring to the Account Registration via e-mail.
14. Registration of the Account by the link sent in the Invitation shall be carried out on the basis described in this section.

## **VI. PURCHASE OF THE PLAN**

1. For the Crew to be able to use all functionalities of the Service concerning the Aircraft described in section VII below, the Aircraft Owner should purchase the Plan under the principles set out in this section.
2. The Service Provider on the Service's website shall give Users information about the Plans, particularly in the form of their description and their price lists. Prices of the Plans shall be shown in euro and contain all components, including VAT and other charges.
3. The Service Provider shall allow placing an Order for the Plan Service available on the Service following the information on its website.
4. Detailed conditions for a Plan and its duration shall be indicated in the description of each Plan.
5. Information on the possibility of Ordering the Plan Service shall constitute an invitation to conclude the Contract within the meaning of Section 71 of the Civil Code.
6. Only persons duly authorised to act on behalf of the Entrepreneur may carry out activities aimed at concluding the Contract, particularly placing an Order. It shall be assumed that the person placing an Order is a person authorised by the Entrepreneur for these actions.
7. The condition for placing an Order shall be having an active e-mail account, an account in the Service and logging in to it.
8. To purchase the Plan, firstly, the Owner should add the Aircraft through the functionality of the Service and then select the type of Plan presented on the website.
9. After selecting the Plan, the Owner should complete the payment form by completing the required data and selecting the payment method from among the methods available on the website. For more information on payments, see a subsection below.
10. The User places an Order with the Service Provider in electronic form which shall constitute an offer to conclude the Contract being the subject of the Order. The offer submitted in electronic

form shall bind the User if the Service Provider sends a confirmation of acceptance for the execution of the Order, which is a statement by the Service Provider that the User's offer is accepted by and upon its receipt by the User the Contract for providing the Plan Service shall be concluded.

11. The User shall make payments for the selected Plan only in euro through electronic payment; in this case, the execution of the Order will start after the Service Provider has sent the User confirmation of receipt of the Order and after the Service Provider has received information from the billing agent's system that the User has made a payment.
12. The Service Provider on the Service's website shall inform the User of the time limit within which the User is obliged to make payment for the selected Plan. In the absence of payment by the User who is a Consumer within the time limit referred to in the previous sentence, the Service Provider may withdraw from the Contract based on Section 491 of the Civil Code upon a prior unsuccessful request for payment with an appropriate time limit.
13. Contract for providing the Plan Service shall be concluded in Polish, with the content following the Terms and Conditions.
14. The Service Provider reserves the right to refuse to execute the Order with respect to Entrepreneurs, particularly if the Order does not contain all relevant data, when the Entrepreneur is late with any payment to the Service Provider or for other reasons indicated by the Service Provider.
15. The Service Provider shall inform the Entrepreneur by telephone or e-mail of the refusal to execute the Order referred to in subsection 14 above, whatever the reason.
16. Concerning Entrepreneurs, the Service Provider may withdraw from the Contract in whole or in part at any time. If the Order is fulfilled in parts, the withdrawal shall only have effect in relation to the part of the Order that has not been fulfilled unless the Service Provider's statement of withdrawal indicates otherwise.
17. The Service Provider shall, at its option, send the declaration of withdrawal referred to in subsection 16 above by e-mail to the e-mail address indicated by the Entrepreneur in the Order.
18. The Entrepreneur shall not deduct or set off any amounts claimed or due from the Service Provider, under any other obligation between the Entrepreneur and the Service Provider, or from the remuneration to which the Service Provider is entitled from the Entrepreneur unless otherwise agreed by the Entrepreneur and the Service Provider under separate arrangements.
19. With regard to Entrepreneurs, the Service Provider shall have the right to withhold the execution of the Order or may withdraw from the Contract in whole or in part in case of delay in payment by the Entrepreneur to the Service Provider. On this account, the Entrepreneur shall not be entitled to any present or future claims for damages or lost profits that may arise due to the withholding of the Order.
20. The Plan Service Contract shall be concluded for a fixed period, as indicated in the description of the relevant Plan.

21. Upon termination of the Contract, the functionalities available under the Plan shall be blocked until the following Plan has been purchased or until the end of the Test Period indicated by the Service Provider on the Service's website.
22. Until the following Plan is purchased or at the maximum the expiry of the Test Period, the Crew may only use the free electronic Services referred to in section IV above, particularly browsing data and information previously introduced under the Plan.
23. All data and information entered by the Crew during the period of the Plan Service Contract shall remain recorded in the Account until the end of the Test Period. In case of purchase of another Plan during the Test Period, the data and information shall be given to the newly purchased Plan and stored again under the principles described in this subsection.

## **VII. ELECTRONIC SERVICES AVAILABLE UNDER THE PLAN**

1. The purchase of the Plan shall enable the Crew to use the paid functionality of the Service available within the Plan, consisting in improving the work of the Crew of the Aircraft, particularly the transmission and management of information related to the Aircraft and the flight.
2. In addition to the Services described in section IV above, available free of charge under the Account and the Test Period, the Crew, as part of the Plan Services, may use, i.a., the following functionalities, which are available, i.a., under the following Services provided by electronic means:
  - a. adding the Aircraft by the Owner;
  - b. adding flight documents and their date of validity;
  - c. adding information about the flights carried out;
  - d. reporting faults in the Aircraft;
  - e. adding flight bookings to the timetable;
  - f. making notification settings;
  - g. browse the information on the Aircraft and flights, particularly the pilot's flight time statistics and the consumption of operating liquids, including fuel and oil;
  - h. sending Invitations to create an Account;
  - i. sending messages to the Service Provider.
3. The possibility to use particular Services by the Crew Members shall depend on the Roles assigned to them. The term "Crew" used in subsections 6 to 13 below shall refer to those Crew members who can benefit from the functionality based on the Role assigned to them.
3. The Owner may add the Aircraft only after the Order has been placed under the procedure described in section VI. Once the Plan has been purchased, the Owner shall fill in the relevant form through which the Aircraft details are completed. Within one purchased Plan, it shall be



possible to operate only one Aircraft. The addition of successive Aircraft shall require the payment of a fee for the subsequent Plan, under the rules described in section VI above.

4. If the information presented on the Service's website provides for this, the Owner may add the Aircraft and use the Services available within the Plan free of charge or at a promotional price through the Test Period specified by the Service Provider on the Service's website. In such a case, after the end of the Test Period, the provisions set out in section VI above shall apply.
5. The Crew shall be able to add various documents, particularly those concerning Crew members, flights, Aircraft, licences, and permits, including marking their expiry dates. A contract for providing a Service of adding documents and marking their expiry dates shall be concluded for a fixed period. It shall be terminated when the button dedicated to adding a document is pressed.
6. The Crew may add information about the flights carried out. The contract for providing a Service of adding data on the flights carried out shall be concluded for a fixed period. It shall be terminated when the button dedicated to adding data on the flights carried out is pressed.
7. The Crew may report faults regarding the Aircraft. The contract for providing a Service of reporting a fault shall be concluded for a fixed period. It shall be terminated as soon as the form concerning the defect has been completed and saved.
8. The Crew may add flight bookings to a calendar or other events that can be added to the calendar via the Service. The contract for providing a Service of adding a flight or other event booking shall be concluded for a fixed period. It shall be terminated once the form is completed and the data entered therein is added via a dedicated button.
9. The Crew shall be able to set up different types of notifications, such as for defects, limits, the expiry of documents or the imminent expiry of a purchased Plan. The contract for a Service of setting up notifications shall be concluded for a fixed period and terminated as soon as the notifications are set up via the form and the data entered or changed is saved via the dedicated button.
10. The Crew shall be able to browse the information concerning the Aircraft and flights, particularly the flight time statistics and the consumption of operating fluids, including fuel and oil. The contract for providing a Service of browsing the information referred to in the previous sentence shall be concluded for a fixed period. It shall be terminated upon logging out of the Account or closing the browser window.
11. The Crew that owns their Accounts may send to other Crew members of Invitations to establish an Account. To do so, the Crew should complete the form by specifying the Role of the invited Crew member and entering the e-mail address to which the Invitation will be sent. The contract for providing a Service of sending an Invitation to establish an Account shall be concluded for a fixed period. It shall be terminated after the data necessary to send the Invitation has been entered and the button dedicated to sending the Invitation has been pressed. After sending the Invitation, the invited Crew member shall receive an electronic message with a link through

which a redirect is made to the Account Registration. After registration, a Crew member may use the Services assigned to their Role.

12. The Crew may send messages to the Service Provider via a form. The contract for providing a Service of messaging shall be concluded for a fixed period. It shall be terminated as soon as the content has been added to the form and the message has been sent using the dedicated button.

## **VIII. RIGHTS AND OBLIGATIONS OF USERS**

1. A User who is a Consumer may withdraw from the Contract without giving a reason by making an appropriate declaration within 14 days. It shall be sufficient to send a statement before the expiry of that period.
  1. The User may formulate a statement oneself or use the model of a declaration of withdrawal from the Agreement made available by the Service Providers on the Service's website.
  2. The 14-day period shall be counted from the date the goods were delivered, or in the case of a Service Contract, from the date of its conclusion.
  3. The Service Provider will send confirmation of receipt of a declaration of withdrawal from the Contract by the Consumer to the Consumer's e-mail address.
1. The right to withdraw from the Contract by the Consumer shall be excluded in the cases referred to in Section 38 of the Act on Consumer Rights.
4. The right to withdraw from the Contract by the Consumer shall be excluded, i.a., in the case of: Contracts for providing the Services if the Service Provider has performed the Service in full with the express consent of the Consumer who has been informed before the performance starts that after the Service Provider completes the contract, they will lose the right to withdraw from the Contract.
5. If the Customer does not agree to the performance of the Service immediately, excluding the right to withdraw from the contract when the Service Provider completes the contract, the Service Provider will start providing the service on the 15th day from the date of conclusion of the contract.
6. Each User of the Service shall be obliged to:
  - a. using the Service lawfully and customarily, and compliant with the provisions of the Terms and Conditions, with a view to respecting the personal and intellectual property rights of third parties,
  - b. entering factual data in the Service and informing without delay to the Service Providers of any changes to the data provided,
  - c. the non-use of devices, software and methods likely to interfere with the operation of the Service,
  - d. the non-delivery of unlawful content.

9. The User must not carry out actions aimed at loading inboxes of other Users or Service Providers; particularly, it shall not be allowed to send advertising messages.
7. The User who is a Consumer shall have, i.a., the following avenues for out-of-court complaint handling and redress:
  - a. they shall be entitled to refer to a permanent amicable consumer court acting at the Trade Inspection for the settlement of a dispute arising out of the concluded Contract;
  - b. they shall be entitled to request the Regional Inspector of Commercial Inspection to initiate mediation proceedings on the amicable conclusion of the dispute between the User and the Service Provider;
  - c. they can obtain free assistance in settling the dispute between the User and the Service Provider, using free assistance from the district (municipal) consumer ombudsman or social organisation, whose statutory tasks include consumer protection, e.g., the Consumer Federation, the Polish Consumer Association. The assistance shall be provided by the Consumer Federation under the free number of the consumer infoline +48 800 007 707 and by the Polish Consumer Association at the e-mail address: [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl);
  - d. they can submit their complaint via the EU ODR Internet platform, available at: <http://ec.europa.eu/consumers/odr/>.

## **X. COMPLAINTS**

1. The User may submit complaints to the Service Provider in connection with the operation of the Internet Service and using the Services. Complaints can be submitted in writing to: AURIDM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, ul. Twarda 18 00-105 Warsaw, e-mail address: [warranty@auridm.aero](mailto:warranty@auridm.aero)
1. In the complaint, the User should state the first and last name, mailing address, type and description of the problem.
2. The Service Provider shall undertake to consider any complaint within 14 days and, if this is not possible, inform you during this period when the complaint will be considered. In the case of deficiencies in the complaint, the Service Provider shall request the User to complete the complaint to the necessary extent within 7 days from the date of receipt of the request by the User.

## **X. PERSONAL DATA PROTECTION**

The Service Provider shall collect and process the Users' personal data following applicable law and Privacy Policy available on the Service's website.

## **XI. FINAL PROVISIONS**

1. The sole source of the Service Provider's obligations shall be these Terms and Conditions and the mandatory provisions of law.
2. The provisions of these Terms and Conditions concerning the Consumer for the withdrawal from the contract and the complaint shall apply to a natural person entering into a contract directly related to their business activity where it appears from the content of this contract that they do not have a professional character for that person arising, in particular, from the subject matter of their business activity, made available based on the provisions on Central Register and Information on Economic Activity. The provisions on out-of-court settlement of complaints and redress shall not apply.
3. The Terms and Conditions are available in Polish.
4. Reproduction or publication of these Terms and Conditions or parts thereof without the Service Provider's written consent shall be prohibited.
5. Unless otherwise provided by mandatory law, the law applicable to the settlement of any dispute arising under these Rules shall be Polish law.
6. The settlement of any disputes arising between the Service Provider and the Consumer shall be subject to the competent courts under the relevant provisions of the Code of Civil Procedure.
7. The settlement of any disputes arising between the Service Provider and the User who is an Entrepreneur, excluding individuals engaged in a single business activity for which the Contract for providing the Services by electronic means is directly related to their business activity but is not professional in nature resulting, in particular, from the subject matter of their business activity, made available under the provisions on Central Electronic Register and Information on Economic Activity, shall be subject to a court competent for the Service Provider's seat.
8. In matters not governed by these Terms and Conditions, the provisions of the Civil Code, the Act on Electronic Provision of Services, the Act on Consumer Rights and other relevant provisions of Polish law shall apply.
9. The content of these Terms and Conditions may be amended. Each User who is a Consumer will be informed of any amendments through information on the Service's website main page containing a list of changes and their date of entry into force. Users with an Account will be additionally informed of the changes and their compilation to their e-mail address. The date of entry into force of the amendments shall not be less than 14 days from the date of their notification. If the User with an Account does not accept the new content of the Terms and Conditions, they shall be obliged to notify the Service Provider within 14 days of being informed of the change in the Terms and Conditions. Reporting the Service Provider that the

new content of the Terms and Conditions is not accepted shall result in termination of the Contract.