General Terms and Conditions of Contract and Use

CloudIA Cloud for Intelligent Airspace Zártkörűen Működő Részvénytársaság
Effective from 23 November 2026

This English translation is provided for information purposes only. In the event of any discrepancy, the Hungarian version shall prevail.

I. General Part

1. Preamble

The website https://www.cloudia.info/ (hereinafter: Website) is developed and operated by CloudIA Cloud for Intelligent Airspace Zártkörűen Működő Részvénytársaság (registered office: 9224 Rajka, Kölcsey Ferenc utca 11.; company registration number: 08-10-001974; tax number: 27757853-2-08; hereinafter: Service Provider).

With regard to the use of the website and all services under these GTC, these GTC shall become part of the contract between the Parties if the User had the opportunity to become acquainted with them prior to the conclusion of the contract and expressly accepted them by ticking a checkbox on the interface of the Website provided for this purpose (pop-up window). The Airspace Reservation Platform Service under Section 14 of these GTC may be used exclusively against payment of a fee, with the Access Code individually issued by the Service Provider, and by ticking the checkbox and accepting on the interface of the Website provided for this purpose (Registration Form); there is no free version of it. The Service Provider shall also publish an abridged version of the information set out in Section 14.5 on the interface of the Map, continuously and in a clearly visible manner.

The provisions of these GTC marked “Highlighted Condition” (Sections 13.13, 14.5.1, 14.6.2, 14.7.3, 14.9.2, 14.9.8, 14.11.2 and 14.11.3) differ substantially from the statutory provisions or from customary contractual practice. The Highlighted Conditions shall become part of the contract between the Parties if, prior to the conclusion of the contract, the Service Provider has brought their full text to the User’s attention – on the Registration Form or in the Offer, as applicable – separately from the other provisions of the GTC and in a highlighted manner, and the User has expressly accepted them by a declaration separate from the acceptance of the GTC (by ticking a separate checkbox or in the e-mail accepting the Offer, as applicable) [Section 6:78(2)–(3) of the Civil Code].

The Service Provider, as the operator of the online commercial portal https://www.cloudia.info/, reserves the right to amend these GTC unilaterally. The amendment shall apply to contracts concluded after its entry into force; it shall extend to already existing continuing legal relationships as set out in Section 3.6. The Service Provider shall duly publish the amended GTC on the home page of the Website and shall draw the Users’ attention to the amendment.

The Contract shall be concluded electronically, in the Hungarian language. The content of the Contract shall be recorded jointly by the accepted version of the GTC and the exchange of e-mails between the Parties – which qualifies as being in writing pursuant to Section 3.3 – (in particular the Offer or the Payment Request, as applicable, and their acceptance); the Parties shall regard the Contract as a contract made in writing. The Service Provider shall record (file) the concluded Contract electronically – in particular the data of the Registration Request or of the Booking Request, as applicable, the version of the GTC accepted by the User and the time of acceptance –, shall retain these data for 5 (five) years following the termination of the contract or, in the event of a legal dispute, until its final and binding conclusion, and shall make it accessible subsequently at the User's request. The Service Provider does not recognise any code of conduct as binding on itself [Section 6:82(1) of the Civil Code].

2. Definitions

Privacy Notice: the notice on the processing of personal data published by the Service Provider on the Website, as in force from time to time.

Data Sheet: the document containing the questionnaire necessary for submitting the Request for Offer for the purpose of compiling the Offer, which the Service Provider shall send to the Customer in a separate e-mail.

Offer: the offer of the Service Provider compiled on the basis of the Request for Offer and the Data Sheet, which it sends to the Customer by e-mail and which contains at least the following elements: subject matter of the Service, fee for the Service (indicating the payment deadline and the payment method), deadline for performance of the Service, method of performance of the Service.

Request for Offer: the Customer requests an offer from the Service Provider in respect of one or more Services found on the Website and provided by the Service Provider, the electronic receipt of which the Service Provider shall confirm by e-mail.

Payment Request: a document communicating the fee, issued by the Service Provider prior to the issue of the invoice for the purpose of payment of the fee, which in respect of the first billing period also contains the Service Provider's offer [Section 5.7(A)(e)], and which does not qualify as an accounting document.

Fee Schedule: the list of fees containing the fees for the Platform Service, published on the Website and forming Annex 1 to these GTC.

Subscription: the use of the Map Service by means of the Access Code, for an indefinite term, divided into billing periods of one calendar month, against payment of the monthly fee according to the Fee Schedule (Section 14.9.2).

Subscriber: the User with whom the Service Provider has concluded a contract for a Subscription.

Temporary Designated Airspace: airspace designated on a case-by-case basis for a specified period pursuant to Section 1(3) of Government Decree 4/1998 (I. 16.) on the use of Hungarian airspace (hereinafter: Airspace Decree).

User: the person using the Website or entering into a contractual relationship with the Service Provider in connection with the Service; in connection with the Service, the Customer shall also qualify as a User.

Booking Request: the Request for Offer for the Airspace Application Service (and, where necessary, for a safety assessment), compiled by the User using the airspace planning function of the Map Service and sent by the User to the Service Provider from the User's own e-mail account, and the order created by the acceptance of the Offer, as applicable [Section 5.7(B)]. The Booking Request is a mandate given to the Service Provider, which does not in itself create any entitlement to use the airspace (Section 14.1.3).

Consumer: the Customer who qualifies as a natural person acting outside the scope of his or her trade, self-employed occupation or business activity [Section 8:1(1)(3) of the Civil Code].

Third-Party Fee: the fee charged in connection with the Airspace Application Service by a third party (in particular the air navigation service provider, the airport operator or the organisation performing the coordination tasks of Drop Zone airspace) for issuing an opinion, granting consent or other cooperation, which is not a service fee due to the Service Provider.

Authority Fee: the authority service fee or duty specified in Section 7.2.

Official Sources: the official forms of publication of aeronautical information [in particular the Aeronautical Information Publication of Hungary (AIP) and the NOTAMs], the website and mobile application supporting the use of unmanned aircraft pursuant to Section 4/C(1) of the Airspace Decree (hereinafter: Official Interface; currently: MyDroneSpace operated by HungaroControl Zrt.), and the authority decision on the designation of temporary designated airspace.

Access Code: an identification code consisting of 3×4 characters, individually issued by the Service Provider to the Subscriber and assigned to the Subscriber, which entitles the holder to access the Map Service.

Registration Form: the electronic form placed on the Website (www.cloudia.info) under the menu item relating to the Platform Service, on which the User submits its request for a Subscription and provides its contact and billing data, and accepts these GTC [Section 5.7(A); Annex 4].

Military Aviation Authority: the military aviation authority designated by law which decides on the designation of temporary designated airspace.

Highlighted Condition: the provision of these GTC which differs substantially from the statutory provisions or from customary contractual practice [Section 6:78(2) of the Civil Code].

Airspace Reservation Platform Service (hereinafter: Platform Service or Platform): the service provided by the Service Provider through the Website and the subdomain https://legter.cloudia.info (hereinafter: Platform Site), detailed in Section 14, which consists of the Map Service and the Airspace Application Service.

Airspace Application Service: the compilation of the application for the designation of temporary designated airspace on the basis of the data provided by the User on the Platform, its submission to the Military Aviation Authority as the User's authorised representative, the monitoring of the procedure and the informing of the User of the authority's decision.

Customer: a natural person, legal person or organisation without legal personality, or social organisation, which has legal capacity and accordingly registers in its own name on the interface of the Website, after providing a username and password, for any reason or purpose, and concludes a contract with the Service Provider electronically. With regard to the Platform Service under Section 14, the provisions relating to the Customer shall also apply mutatis mutandis to the User submitting the Registration Form.

NOTAM: an official aeronautical notice issued by the aeronautical information service, in which – among other things – designated temporary designated airspaces are published.

Contract: the service contract concluded electronically between the Service Provider and the Customer (hereinafter jointly: Parties), which contains the Service ordered by the Customer (and the other essential parameters of the order, in particular the fee for the Service), and on the basis of which the Service Provider undertakes to perform the Service, while the Customer undertakes to pay a fee in consideration thereof.

Service: the service indicated on the subpage of the Website named "Services" (https://www.cloudia.info/szolgaltatasok/), undertaken to be provided for consideration. The Airspace Reservation Platform Service under Section 14 shall also qualify as a Service.

Service Package: the individual elements of the Platform Service specified in Section 14.2 and charged according to the Fee Schedule.

Map Service (Map): a service displaying on an interactive map, for information purposes, the temporary designated airspaces in Hungarian airspace (Budapest FIR / LHCC FIR) published in NOTAM, as well as the permanent airspaces (in particular the aerodrome control zones, the prohibited areas, restricted airspaces and danger areas, and the No Drone Zone airspaces).

> **Business User**: the User who does not qualify as a Consumer.

3. Scope of the GTC

3.1. These GTC govern the rights and obligations of the Customer and the Service Provider with regard to the ordering and performance of the Service and the payment of the service fee. The content of the Contract shall be determined jointly by these GTC, the Fee Schedule and – if such is prepared – the Offer or the Payment Request, as applicable; in the event of any discrepancy, the condition individually specified in the Offer or in the Payment Request, as applicable, shall prevail [Section 6:80 of the Civil Code]. The provisions of these GTC shall bind and entitle, as applicable, the Service Provider and the Customer, all their representatives and their legal successors.

3.2. These GTC are for an indefinite term and, following their entry into force, shall remain in force until amended or withdrawn.

3.3. The Service Provider declares, and the Customer expressly accepts, that where neither the law nor the GTC require paper-based written communication between the Service Provider and the Customer, the Parties mutually accept that an e-mail message in itself qualifies as being in writing. The Parties stipulate the above in view of the fact that they expressly acknowledge that the basis of the legal relationship established between them is online cooperation (ordering of a service by online conclusion of a contract), and thus the primary basis of the communication to be conducted between them is correspondence by e-mail. This shall not affect those legal declarations the form of which is mandatorily prescribed by law (in particular the power of attorney entitling to representation in authority proceedings, Section 14.6.4). An e-mail shall be deemed to have been communicated on the business day following its sending to the e-mail address specified in Section 4.2 or, as applicable, to the e-mail address provided by the User on the Registration Form or in the order, unless the sender receives an automatic notification of the failure of delivery.

3.4. These GTC have a modular structure. The I. General Part (Sections 1–13) shall, unless otherwise provided, apply to all Services of the Service Provider. The II. Special Part contains the special provisions relating to the individual Services; in the event of any discrepancy between the General Part and the Special Part, the provisions of the Special Part shall prevail with regard to the Service concerned. Those provisions of these GTC shall apply to the User which relate to the Service actually used by the User. Contractual terms individually negotiated and set out in writing between the Service Provider and the User (in particular an individual contract concluded for the preparation of the operations manual and for obtaining operational authorisation) shall take precedence over these GTC.

3.5. The Service Provider shall make the version of these GTC in force from time to time, as well as their previous versions, available on the Website in a form that can be stored and retrieved (downloadable PDF), indicating the date of entry into force, and shall record which version of the GTC was accepted by each User and at what time.

3.6. In the case of a continuing legal relationship (in particular a Subscription), the Service Provider shall communicate the amendment of these GTC by e-mail – indicating the provisions affected by the amendment – at least 15 (fifteen) days – in the case of an amendment to the detriment of the Consumer, at least 30 (thirty) days – prior to its entry into force, and shall publish it on the Website. The Service Provider may amend the contractual terms to the detriment of the Consumer only for a valid reason; only the following shall

qualify as a valid reason: a change in the legal environment or in the practice of the authorities, a change in the terms or fees of, or the discontinuation of, third-party services (data sources, hosting, invoicing and payment services) used for the provision of the Platform Service, and – with regard to the fee – a fee increase not exceeding the rate of the annual consumer price index published by the Hungarian Central Statistical Office for the preceding calendar year; the introduction of new functions shall provide grounds for a fee increase only if they also become available to the User. In the case of an amendment affecting the fee, the Service Provider shall indicate in the communication the reason for and the extent of the amendment, as well as how the amendment relates to the change in the reason indicated. If the User does not accept the amendment, the User may terminate the contract until the day of entry into force – free of charge, with a pro rata refund of the fee already paid for the period not used. In the case of a Business User, the further use of the Service or, as applicable, the payment of the amended fee following the entry into force of the amendment shall constitute acceptance of the amendment.

4. Contracting Parties

4.1. The contracting parties concluding the Contract: the Customer and the Service Provider.

4.2. Details of the Service Provider:

- **a.** full name: **CloudIA Cloud for Intelligent Airspace Zártkörűen Működő Részvénytársaság**
- **b.** registered office: **9224 Rajka, Kölcsey Ferenc utca 11.**
- **c.** tax number: **27757853-2-08**
- **d.** company registration number: **08-10-001974**
- **e.** language of the contract: **Hungarian**
- **f.** electronic contact: info@cloudia.info
- **g.** telephone contact: **+36 70 313 9977**
- **h.** representative: Dr. Balázs Szauer, Chief Executive Officer
- **i.** court of registration: Court of Registration of the Győr Regional Court
- **j.** name, registered office and e-mail address of the hosting provider(s): DotRoll Kft., 1148 Budapest, Fogarasi út 3-5., Hungary, support@dotroll.com
- **k.** with regard to the Platform Site (legter.cloudia.info): privacy@vercel.com, Vercel Inc., 440 N Barranca Avenue #4133, Covina, CA 91723, United States of America
- **l.** hosting of the database: Supabase Pte. Ltd., 65 Chulia Street #38-02/03, OCBC Centre, Singapore 049513, privacy@supabase.com
- **m.** Physical location of the database: Frankfurt, Germany

5. Conclusion of the Contract

5.1. The Customer may request an Offer from the Service Provider by sending the Request for Offer and the Data Sheet on the Website.

5.2. Thereafter the Service Provider shall send its Offer, on which the Customer accepts the Offer by clicking the “Accept Offer” button. If the Data Sheet has not been completed or has not been completed properly, the Service Provider shall call upon the Customer on one occasion to remedy the deficiencies. If the Data Sheet is again not completed properly, the Service Provider shall be entitled to reject the Request for Offer without giving reasons.

5.3. By accepting the Offer, the Customer finalises the order towards the Service Provider and at the same time declares that it also accepts these GTC and recognises them as binding on itself.

5.4. By accepting the Offer, the Customer declares that the data provided by it and necessary for the order are true. The Service Provider shall process these data for the purpose of concluding and performing the Contract – including maintaining contact with the Customer via the contact details provided (e-mail, telephone) – on the basis of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR), as set out in the Privacy Notice published on the Website. By accepting the Offer, the Customer undertakes to settle the consideration for the Service (service fee) by the payment method and deadline indicated in the Offer; failing this, the Service Provider may refuse to perform the Service.

5.5. Following the acceptance of the Offer, the Service Provider shall confirm the finalised order by e-mail. The Contract between the Service Provider and the Customer shall be concluded when the Customer’s declaration of acceptance is communicated to the Service Provider; the confirmation sent by the Service Provider to the Customer by e-mail shall serve only as proof that the declaration of acceptance has been communicated.

5.6. The Contract thus concluded shall qualify as a contract concluded electronically, to which the provisions of Act V of 2013 on the Civil Code and of Act CVIII of 2001 on certain issues of electronic commerce services and information society services shall apply. The Contract concluded with a Consumer shall also be governed by the provisions of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses and, in the case of a digital service, of Government Decree 373/2021 (VI. 30.).

5.7. With regard to the Platform Service, the provisions of Sections 5.1–5.6 shall apply with the following derogations.

(A) The contract for a Subscription shall be concluded without a Request for Offer and an Offer, in the following technical steps:

a) the User shall provide on the Registration Form its name, e-mail address, telephone number and billing data, and shall further declare whether it acts as a Consumer or as a Business User (in the case of a Business User, by providing the company details, the tax number and the data of the designated user using the Access Code); the data content of the form is set out in Annex 4(A);

b) prior to submitting the Registration Form, the User shall – after opening the downloadable text of these GTC – expressly accept these GTC by ticking a checkbox, and shall further – after becoming acquainted with the full text of the Highlighted Conditions displayed in a highlighted manner on the form – expressly accept the Highlighted Conditions (Section 1) by ticking a separate checkbox, and may become acquainted with the Privacy Notice via the link placed on the form, and the Consumer shall – if requesting that access commence within 14 days – make the express request under Section 8.10(a) by means of a separate checkbox;

c) the User may check and correct the data provided on the summary interface appearing before the submission of the Registration Form, and may become acquainted with the essential characteristics of the Map Service, the monthly fee payable (for a Consumer, in a gross amount also including value added tax), any discounts, the indefinite term of the Subscription and the conditions of its termination (Section 14.16.1), the minimum duration of the User's obligations (the first billing period), and the method and schedule of payment of the fee (Section 14.9.2);

d) the User shall submit the Registration Form by pressing the button labelled "Order with obligation to pay" (or an equivalent, unambiguous button) (hereinafter: Registration Request); the Service Provider shall confirm the receipt of the Registration Request without delay by automatic e-mail;

e) the Service Provider shall, within 2 (two) business days at the latest from the receipt of the Registration Request, send to the User by e-mail the Payment Request for the fee of the first billing period, which shall qualify as the Service Provider's offer until the expiry of the payment deadline indicated on the Payment Request (the Registration Request shall qualify as an invitation to make an offer); the e-mail accompanying the Payment Request shall contain as an attachment the version of the GTC accepted by the User in PDF format. If the Payment Request does not arrive within this time limit, the Registration Request shall cease to have effect;

f) the contract shall be concluded by the crediting of the fee according to the Payment Request to the Service Provider's bank account within the payment deadline indicated on the Payment Request – as acceptance of the Service Provider's offer by implied conduct. If the fee is not credited within this deadline, the Service Provider shall cease to be bound by its offer, no contract shall be concluded, and the User shall not be subject to any payment obligation; the Service Provider shall return without delay any payment received after the deadline, in the absence of an agreement to the contrary concluded with the User;

g) the Service Provider shall issue the invoice and send it by e-mail on the business day following the crediting of the fee at the latest, and shall further send the Access Code to the User in a separate e-mail. This e-mail shall qualify as confirmation of the Contract on a durable medium and shall contain the essential data of the Contract [Annex 4(B). The Map Service may be used from the sending of the Access Code..

(B) Sections 5.1–5.6 shall apply to the ordering of the Airspace Application Service and the safety assessment with the following derogations: the Request for Offer shall be made by sending the Booking Request, the data content of which shall replace the Data Sheet; the Service Provider shall send the Offer by e-mail, which shall contain the information on the Authority Fee and the Third-Party Fees; the Service Provider shall display in the Offer in a highlighted manner the text of the Highlighted Conditions relating to the Airspace Application Service (Sections 14.6.2, 14.7.3, 14.11.2 and 14.11.3), unless the User has already expressly accepted them in the course of the Registration Request; the User shall accept the Offer by an express declaration made by e-mail which also contains the express acceptance of the Highlighted Conditions; the contract shall be concluded by the Customer's acceptance of the Offer pursuant to Section 5.5.

5.8. The Platform Service has no element that may be used free of charge without concluding a contract.

6. Confirmation of the order

6.1. In the case of online payment (online payment by bank card), the Service Provider shall not be liable for any additional cost incurred by the Customer which depends on the payment method chosen by the Customer or on the Customer's card-issuing bank (in particular, but not exclusively, foreign exchange rate, other costs). The Customer shall be responsible for the consequences arising from the choice of the selected payment method.

6.2. If, despite all the care taken by the Service Provider, an erroneous price appears on the interface of the Website or in the Offer, with particular regard to a price that is obviously incorrect, e.g. one that differs significantly from the well-known, generally accepted or estimated price of the Service, or a price of HUF "0" or HUF "1" possibly appearing due to a system error, the Service Provider shall not be obliged to perform the Service at the erroneous price, but may offer delivery at the correct price, in the knowledge of which the Customer may withdraw from its intention to order.

6.3. The Service Provider reserves the right to reject the Request for Offer or the order placed by the Customer, and to make an offer for a Service different from that set out in the Request for Offer, taking into account the interests of the Customer. The Service Provider shall notify the Customer thereof by e-mail.

6.4. If, following the conclusion of the contract, the Service Provider is unable to perform the Service ordered by the Customer, it shall inform the Customer thereof and shall refund the consideration for the Service to the Customer within 7 days if it has been settled, unless the Parties agree on the rescheduling or modification of the performance of the Service.

6.5. The Service Provider may – with simultaneous notification of the Customer, without legal consequences – cancel the Customer's order if

a) the online payment method was indicated and the financial institution issuing the card does not authorise the transaction; or

b) the online payment method was indicated and the partner providing the online payment is unable to validate the transaction; or

c) the data provided by the Customer are not true, are incomplete or do not enable the performance of the Service.

7. Delivery, payment methods

7.1. The Service Provider shall perform the Service under the Contract in the manner, in the form and by the deadline set out therein.

7.2. If the Service concerns the handling of matters before an authority (e.g. handling of temporary designated airspace matters), the authority service fees and duties (hereinafter jointly: the Authority Fee) shall be indicated both in the Offer and in the Contract. Payment of the Authority Fee shall in all cases be the responsibility of the Customer, and failure by the Customer to pay it shall not affect the Customer's obligation to pay the service fee payable to the Service Provider for the performance of the Service. The Service Provider shall not be liable for damage arising from non-payment of the Authority Fee, unless the non-payment is attributable to incorrect information provided by the Service Provider or – where advance payment under Section 14.9.4 has been undertaken – to an omission of the Service Provider.

In the case of the Airspace Application Service, the Service Provider shall inform the User in the Offer [Section 5.7(B)] of the amount of the Authority Fee and the method of its payment. The provisions relating to the Authority Fee shall also apply mutatis mutandis to the Third-Party Fees.

8. Right of withdrawal/termination

8.1. Pursuant to Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses (hereinafter: Government Decree), the Customer (if qualifying as a consumer) shall have a right of withdrawal and termination in the case of purchases made via the internet.

8.2. The Consumer shall be entitled to withdraw from this contract within 14 days without giving any reason. Similarly, where, in the case of a contract for the provision of services, performance of the contract has begun, the Consumer shall be entitled to terminate the contract within 14 days without giving any reason.

8.3. The Consumer may exercise the right of withdrawal/termination within 14 days from the date of conclusion of the Contract for the provision of the Service.

8.4. If the Consumer wishes to exercise the right of withdrawal/termination, the Consumer shall send an unequivocal statement setting out the intention to withdraw/terminate (for example by a letter sent by post or electronically) to the following address:

postal address: 9224 Rajka, Kölcsey Ferenc utca 11.

telephone number: +36 70 313 9977

e-mail: info@cloudia.info

In the case of notice given by post, the Service Provider accepts notice sent as a registered item, as a parcel. The Customer may also contact the Service Provider with any other complaint using the contact details set out in these GTC.

8.5. The Consumer exercises the right of withdrawal/termination in due time if the Consumer sends the statement of withdrawal/termination before the expiry of the time limit indicated above.

8.6. If the Consumer withdraws from this contract, the Service Provider shall, without delay but no later than within 14 days of receipt of the Consumer's statement of withdrawal, refund all consideration paid by the Consumer. For the refund, the Service Provider shall use the same method of payment as that used in the original transaction, unless the Consumer expressly consents to the use of another method of payment; the Consumer shall not incur any additional costs as a result of the use of this method of refund.

8.7. The Consumer may not exercise the right of withdrawal or termination after the Service has been fully performed, if performance began with the Consumer's express prior consent and with the Consumer's acknowledgement that the Consumer will lose the right of withdrawal or termination once the Service has been fully performed [Section 29(1)(a) of the Government Decree]; and, furthermore, in the other cases set out in Section 29(1) of the Government Decree.

8.8. The Service Provider declares that it has the appropriate professional competence and experience to perform the Services. The Service Provider declares that it has the appropriate professional competence to perform the Services to an appropriate standard of quality, in a professional manner and in accordance with the generally recognised principles in the field

of airspace administration (e.g. EASA AMC). The Parties record that the Service Provider shall perform the Services on the basis of the applicable laws, rules and standards. In the event of its defective performance, the Service Provider shall be liable for damages. The Parties agree that the Consumer shall be entitled to set off the Consumer's claim for damages against the Service Provider against the Service Provider's claim for the service fee.

8.9. Any request by the authority to remedy deficiencies shall not constitute defective performance. Where the request by the authority to remedy deficiencies, or the rejection, occurs for a reason attributable to the Customer (e.g. failure to provide data), there shall likewise be no entitlement to damages or to withdrawal, not including the cases under the Government Decree.

8.10. With regard to the Platform Service, the following special rules shall apply to the Consumer's right of withdrawal or termination:

a) In the case of a Subscription, the Service Provider shall provide access to the Map Service (sending of the Access Code) before the expiry of the 14 (fourteen)-day withdrawal period only at the express request of the Consumer; the request may be made on the Registration Form by means of a separate checkbox. If the Consumer requests access to the Map Service before the expiry of the 14 (fourteen)-day withdrawal period and subsequently exercises the right of termination, the Consumer shall pay the pro rata fee for the period used up to the communication of the termination; the Service Provider shall refund the remaining fee in accordance with Section 8.6.

b) In the case of the Airspace Application Service – having regard to the time limits applicable to the authority set out in Section 14.6.2 – the Service Provider shall begin to perform the Booking Request before the expiry of the withdrawal period only if the Consumer expressly so requests when placing the order and at the same time acknowledges that, once the service has been performed (that is, once the application for the designation of temporary designated airspace has been submitted to the Military Aviation Authority and the Consumer has been notified thereof), the Consumer will lose the right of withdrawal or termination. In the event of termination prior to the submission of the application, the Consumer shall pay a fee proportionate to the work actually carried out by the Service Provider up to that time.

c) The Consumer may also exercise the right of withdrawal or termination by using the withdrawal function placed on the Website. The withdrawal function, labelled "withdraw from contract here", shall be continuously available, in a clearly visible and easily accessible manner, throughout the time limit under Section 8.3, via https://www.cloudia.info/. The withdrawal function is an online statement in which the Consumer communicates:

(i) the Consumer's decision to withdraw from the contract or to terminate it;

(ii) the Consumer's name;

(iii) the data identifying the contract concerned (in particular the number of the Payment Request or of the invoice, or the identifier of the Booking Request); and

(iv) the details of the electronic mail address at which the Consumer wishes to receive confirmation of the withdrawal.

After completing the data, the Consumer shall send the statement to the Service Provider by means of the function labelled "confirm withdrawal". The Service Provider shall, without undue delay, send an acknowledgement of receipt of the statement on a durable medium (by e-mail), which shall contain the content of the withdrawal and the date and time of its

submission. The statement shall be deemed to have been made in due time if the Consumer sends it before the expiry of the time limit (Section 8.5).

d) The Service Provider shall not refund the Authority Fee, even in the event of the Consumer's withdrawal or termination, if the Consumer paid it directly to the authority; its refund shall be governed by the rules of the authority's procedure.

e) The Consumer may also make the statement of withdrawal or termination by using the model statement set out in Annex 3 to these GTC.

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9. Warranty and consumer protection

A. Statutory warranty for defects

1. In what cases may you exercise your right under the statutory warranty for defects?

In the event of defective performance by the Service Provider, you may enforce a claim under the statutory warranty for defects against the business in accordance with the rules of Act V of 2013 on the Civil Code.

2. What rights do you have on the basis of your claim under the statutory warranty for defects?

You may – at your choice – make the following claims under the statutory warranty for defects:

You may request repair or replacement, unless performance of the claim chosen by you from among these is impossible or would entail disproportionate additional costs for the business in comparison with performance of another claim available to you. If you did not request, or could not request, repair or replacement, you may claim a proportionate reduction of the consideration, or you may repair the defect yourself or have it repaired by another person at the expense of the business, or – as a last resort – you may also withdraw from the contract.

You may also switch from your chosen right under the statutory warranty for defects to another; however, you shall bear the cost of switching, unless it was justified or the business gave cause for it.

3. Within what time limit may you enforce your claim under the statutory warranty for defects?

You shall give notice of the defect without delay after its discovery, but no later than within two months of the discovery of the defect. Your attention is drawn to the fact that, in the case of a contract between a consumer and a business, you may no longer enforce your rights under the statutory warranty for defects after a limitation period of 2 (two) years and, in other cases, of 1 (one) year from the performance of the contract.

4. Against whom may you enforce your claim under the statutory warranty for defects?

You may enforce your claim under the statutory warranty for defects against the Service Provider.

5. What other condition applies to the enforcement of your rights under the statutory warranty for defects?

In the case of a contract concluded as a Consumer, within six months of performance there shall be no condition for enforcing your claim under the statutory warranty for defects other than giving notice of the defect, if you prove that the Service was provided by the Service Provider [Section 6:158 of the Civil Code]; thereafter, you shall be obliged to prove that the defect identified by you already existed at the time of performance. In the case of a digital service provided to a Consumer (Section 9.C), the burden of proving that the Service was in conformity with the contract throughout the contractual term shall lie with the Service Provider, unless the cause of the defect is the incompatibility of the Consumer's digital environment with the technical requirements indicated in Section 14.4.6 [Section 21(4)–(5) of Government Decree 373/2021 (VI. 30.)]. In the case of a Business User, the Business User shall be obliged to prove that the defect existed at the time of performance.

There shall be no right of withdrawal on account of a minor defect.

Any request by the authority to remedy deficiencies shall not constitute defective performance. Where the rejection by the authority occurs for a reason attributable to you (e.g. failure to provide data), there shall likewise be no right of withdrawal.

B. Consumer protection

The laws and information relating to consumer protection are available on the website of the National Trade and Consumer Protection Authority (https://nkfh.gov.hu/).

C. Conformity of the Platform Service with the contract

The elements of the Platform Service provided to a Consumer for a fee shall qualify as a digital service. Their performance in conformity with the contract, the legal consequences of defective performance and the modification of the digital service shall be governed, in addition to the Civil Code, also by the provisions of Government Decree 373/2021 (VI. 30.) on the detailed rules of contracts between consumers and businesses for the supply of digital content and the provision of digital services. The conformity of the Platform Service with the contract shall be assessed on the basis of the service content laid down in Section 14 (in particular the informative nature, data sources and update frequency set out in Sections 14.4 and 14.5).

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10. Complaint handling procedure

10.1. The Service Provider's aim is to perform all Services to an appropriate standard of quality and to the Customer's full satisfaction. If the Customer nevertheless has any complaint in connection with the contract or its performance, the Customer may communicate the complaint at the above e-mail address, by telephone or by letter.

10.2. The Service Provider shall investigate oral complaints immediately and remedy them as necessary. If the Customer does not agree with the handling of the complaint, the Service Provider shall without delay draw up a record of the complaint and of its position thereon, and shall hand over a copy thereof to the Customer. If it is not possible to investigate the complaint immediately, the Service Provider shall draw up a record of the complaint and

shall hand over a copy thereof to the Customer. Where communication takes place by e-mail, the exchange of e-mails shall replace the record.

10.3. The Service Provider shall reply to written complaints in writing within 30 days. It shall give reasons for its position rejecting the complaint. It shall retain a copy of the reply for 3 years and shall present it to the supervisory authorities at their request. If the complaint is rejected, the Service Provider shall inform the Consumer in writing of the authority or conciliation board whose procedure the Consumer may initiate with the complaint – according to its nature –, indicating the seat, telephone and internet contact details and postal address thereof, and, furthermore, of the fact that the Service Provider has not made a general declaration of submission under Section 36/C(1) of Act CLV of 1997 on consumer protection (hereinafter: Consumer Protection Act) [Section 17/A(8) of the Consumer Protection Act].

10.4. If the Consumer does not agree with the determination of the complaint, the Consumer may turn to a Conciliation Board.

10.5. The Service Provider shall investigate, as a matter of priority – having regard to its significance for flight safety –, any report that the data displayed in the Map Service differ from the Official Sources (Section 14.5.4).

11. Copyright

11.1. The entire content of the Website is protected by copyright; accordingly, it is strictly prohibited to download (reproduce), retransmit to the public, otherwise use, electronically store, process or sell the content appearing on the Website or any part thereof without the written consent of the Service Provider. With regard to the Platform Service, this rule shall apply with the derogations set out in Section 14.13.

11.2. Even with written consent, any material may be taken from the Website and its database only with reference to the given website.

11.3. The Service Provider reserves all rights to all elements of its Service, its domain names, the secondary domain names formed with them and its internet advertising spaces. The Service Provider holds copyright in the documents prepared within the framework of the Services provided by it (e.g. operations manual, flight safety assessment, etc.); accordingly, the documents created in the course of performance of the Service and handed over by the Service Provider to the Customer may be used solely for the purpose and in the manner specified in the Contract; beyond that, it is prohibited to download (reproduce), retransmit to the public, otherwise use, electronically store, process or sell any part thereof without the written consent of the Service Provider, and, furthermore, to hand them over to a third party (in particular to another service provider) for the purpose of further processing, adaptation or supplementation.

11.4. It is prohibited to adapt or reverse engineer the content of the Website or any parts thereof; to create user identifiers and passwords in an unfair manner; or to use any application by which the Website or any part thereof can be modified or indexed.

11.5. The names CloudIA and Cloud for Intelligent Airspace and the trade marks (logo) relating to them belong to the exclusive entitlement of the Service Provider; with the exception of reference, they may be used solely with the written consent of the Service Provider.

11.6. The Customer or any person otherwise using the Website acknowledges that, in the event of use without a licence to use, the Service Provider may be entitled to damages. In the event of

copyright infringement, the Service Provider shall use notarial certification of facts, the amount of which it shall likewise pass on to the infringing user.

12. Initiating the procedure of the Conciliation Board

12.1. If any consumer dispute that may exist between the Service Provider and the Customer is not settled in the course of negotiations with the Service Provider, a Customer qualifying as a consumer may turn to the conciliation board competent according to the Customer's place of residence or place of stay and initiate the procedure of the Board, or may also turn to the Conciliation Board competent according to the Service Provider's registered office.

12.2. The procedure of the conciliation board may be initiated by a consumer within the meaning of Section 2(10)(a) and (b) of Act CLV of 1997 on consumer protection.

12.3. The Service Provider shall be under an obligation to cooperate in the procedure before the conciliation board. Within this framework, the Service Provider shall, within fifteen days of service of the conciliation board's notice, make a written statement (response) on the validity of the consumer's claim and the circumstances of the case, and on whether it accepts the decision of the conciliation board as a binding order. In the response, it shall indicate the facts supporting its statements and the evidence thereof, and shall attach the documents (or copies thereof) on the content of which it relies as evidence. The Service Provider shall ensure that a person authorised to conclude a settlement participates in the hearing. As a general rule, the conciliation board shall hold the hearing online, by means of an electronic device ensuring simultaneous audio and video transmission; if the consumer requests a hearing in person, the Service Provider's representative authorised to conclude a settlement shall participate in the hearing at least online.

12.4. The board competent according to the Service Provider's registered office is the Győr-Moson-Sopron County Conciliation Board.

Győr-Moson-Sopron County Conciliation Board

Address: **9021 Győr, Szent István út 10/A**

Telephone number: **+36 96 520 200**

E-mail address: bekelteto.testulet@gymsmkik.hu

12.5. In the case of a cross-border consumer dispute, if the place of residence or place of stay of the Customer qualifying as a consumer is in another Member State of the European Union, the conciliation board operating alongside the Budapest Chamber of Commerce and Industry shall be competent to settle the dispute. Budapest Conciliation Board Address: 1016 Budapest, Krisztina krt. 99. Telephone number: (1) 488-2131 E-mail address: bekelteto.testulet@bkik.hu

12.6. The Service Provider informs the Customer that the Service Provider shall be under an obligation to cooperate in the conciliation board procedure [Section 29(11) of the Consumer Protection Act].

13. Miscellaneous provisions

13.1. The Service Provider shall be entitled to engage a contributor for the performance of its obligation. It shall be fully liable for the unlawful conduct of such contributor as if it had

committed the unlawful conduct itself.

13.2. If any part of these GTC becomes invalid, unlawful or unenforceable, this shall not affect the validity, lawfulness and enforceability of the remaining parts.

13.3. If the Service Provider does not exercise a right to which it is entitled under the GTC, the failure to exercise the right shall not be deemed a waiver of that right. A waiver of any right shall be valid only in the case of an express written statement to that effect. The fact that on one occasion the Service Provider does not strictly insist on any material condition or stipulation of the GTC shall not mean that it waives its right to insist subsequently on strict compliance with that condition or stipulation.

13.4. The Service Provider and the Customer shall attempt to settle their disputes amicably.

13.5. The Website may be used by persons over 18 years of age, and a request for an Offer and the conclusion of a Contract may be initiated solely by persons who have reached the age of 18. By accepting the Offer and these GTC, the Customer declares that the Customer has reached the age of 18.

13.6. Use of the Website (e.g. Request for Offer, etc.) presupposes the Customer's knowledge and acceptance of the possibilities and limitations of the internet, with particular regard to technical performance and errors that may arise. The Service Provider shall not be liable in any way for the matters set out in the points listed below:

a) any operational fault in the internet network that prevents the unhindered operation of the Website and the placing of orders;

b) a failure in the receiving device on the communication lines;

c) improper functioning of software;

d) the consequences of a program error, an abnormal event or a technical fault.

In the event of a malfunction, or if any confirmation has not been received by the Customer, please notify the Service Provider without delay.

13.7. The Customer shall be entitled to enforce the Customer's claim arising from a consumer dispute before a court in civil proceedings in accordance with the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

13.8. The language of any information, administration and conclusion of contracts, and of the warranty procedure, shall be Hungarian. The contract shall also be concluded solely in the Hungarian language and shall be governed by the law of Hungary. The user interface of the Platform Service and an informative translation of these GTC are also available in English; in the event of any discrepancy, the Hungarian text shall prevail.

13.9. The exclusion of liability set out in Section 13.6 shall not apply to the Platform Service; the Service Provider's liability in connection with the provision of the Platform Service shall be governed by Sections 14.10 and 14.11. No provision of these GTC shall exclude or limit the Service Provider's liability for intentional breach of contract or for breach of contract causing damage to human life, physical integrity or health.

13.10. The Parties shall treat as business secrets the non-public information about the other Party that comes to their knowledge in the course of performance of the Contract (in particular the data of the Business User's UAS operations and the Service Provider's professional and pricing solutions), shall use it solely for the purpose of performing the Contract, and may make it available to a third party only with the prior consent of the other Party, in order to comply with an obligation to provide data prescribed by law, or to the extent necessary for the conduct of the authority's procedure. The obligation of confidentiality shall survive the termination of the Contract.

13.13. **Highlighted Condition** – With regard to Services not falling within the scope of Section 14, the amount of the Service Provider's liability for damages towards a Business User – with the exception set out in the second sentence of Section 13.9 – shall not exceed the amount of the service fee actually paid by the Business User under the Contract concerned.

II. Special Part

14. Airspace Reservation Platform Service (UAS airspace reservation information map and airspace application)

Important information about the Platform Service (the detailed rules are set out in Sections 14.1–14.17):

a) The Service Provider is not an authority and not an air navigation service provider, and does not act in the name or on behalf of the authority. The Platform is neither an official aeronautical information interface nor an interface for the administration of official matters before an authority.

b) A "Booking Request" submitted on the Platform does not reserve the airspace: temporary designated airspace may be designated solely by the Military Aviation Authority, by way of a decision. The Service Provider submits the application as the User's authorised representative, but does not guarantee the designation.

c) The Map is of an informative nature, its NOTAM data are updated no more than twice a day (the update may also be delayed by several hours), and it does not show drone restrictions with immediate effect. Before each flight it is in all cases mandatory to check MyDroneSpace (Official Interface) and the Official Sources.

d) Activation of the temporary designated airspace designated, the organisation of air traffic and liaison with the Budapest ATS Centre are the responsibility of the User.

e) The Map may be used solely with a Subscription, by means of an Access Code individually issued by the Service Provider; the Access Code may not be passed on. If the monthly fee is not received by the payment deadline indicated on the invoice, the Service Provider shall deactivate the Access Code (Section 14.9.6).

14.1. Subject matter and legal nature of the Platform Service

14.1.1. Within the framework of the Platform Service, the Service Provider shall provide Users, in accordance with the Service Packages specified in Section 14.2, with (a) the Map Service and (b) the Airspace Application Service.

14.1.2. The User acknowledges that the use of Hungarian airspace in a manner departing from the airspace structure designated for aviation purposes – in particular for a UAS operation that cannot be carried out under the general rules of Commission Implementing Regulation (EU) 2019/947 on the rules and procedures for the operation of unmanned aircraft, and – with the exception of unmanned toy aircraft – for a UAS operation carried out with an unmanned aircraft over an inhabited area (the place where a person or persons not involved in the UAS operation habitually stay) [Sections 5(3) and 71(50) and (56a) of Act XCVII of 1995 on aviation] – requires the designation of temporary designated airspace, on which the Military Aviation Authority shall decide upon application, in an official procedure, by way of a decision [Sections 1(3)–(3a) and 5 of the Airspace Decree].

14.1.3. Accordingly, a Booking Request submitted on the Platform shall not constitute an airspace reservation and shall not give rise to any entitlement to use the airspace. Entitlement to use the airspace shall be conferred solely by the decision of the Military Aviation Authority designating temporary designated airspace, at the time, to the extent and subject to the conditions specified therein. The terms “booking”, “booking request” and similar expressions used on the Platform serve solely to make the user interface easy to understand.

14.1.4. In providing the Platform Service, the Service Provider does not act as an authority, as an air navigation service provider, as an aeronautical information service or as the operator of the Official Interface, and does not act in the name or on behalf of the Military Aviation Authority or any other state body. In providing the Airspace Application Service, the Service Provider acts on behalf of the User, as the User’s authorised representative; the User (airspace applicant) participates in the official procedure as the client.

14.1.5. The Airspace Application Service is an obligation of the Service Provider to act with due care, the subject matter of which is the professional compilation of the application and its submission in due time; the Service Provider does not undertake any obligation in respect of the outcome of the designation of temporary designated airspace (Section 14.7).

14.2. Service Packages

14.2.1. **Map Subscription (subject to a fee):** all functions of the Map Service under Section 14.4 (in particular the display of airspaces filterable by period, airspace type and altitude, the detailed data of airspaces and airports, the airspace planning function, and the interface in Hungarian and English), by means of the Access Code, in return for the monthly fee under the Fee Schedule. There is no free version of the Map Service.

14.2.2. **Monthly safety assessment discount:** in each billing period (calendar month), the Subscriber shall be entitled on one occasion to a discount of 50% (fifty per cent) on the fee for a safety assessment (Section 14.2.4) connected with the designation of temporary designated airspace ordered by the Subscriber in the given month (ordered by acceptance of the Offer). The discount may not be carried over to the next billing period, may not be redeemed for cash and may not be transferred to a third party. If the Subscriber receives the entry discount under the Fee Schedule in the first billing period, the Subscriber shall not be entitled to the discount under this Section in the first billing period.

14.2.3. **Airspace Application Service (subject to a fee):** a service available per Booking Request, in return for the fee under the Fee Schedule. The Subscriber may use the Airspace Application Service by means of a Booking Request; other Customers may use it by means of a Request for Offer under Sections 5.1–5.6.

14.2.4. **Safety assessment (subject to a fee):** if, by law, a safety assessment must be attached to the application for the designation of temporary designated airspace [Section 5(3)–(4a) of the Airspace Decree], the Service Provider shall, on the User’s separate order, prepare the safety

assessment in return for the fee under the Fee Schedule. The Subscriber shall be entitled to the discount under Section 14.2.2 on the fee for the safety assessment.

14.2.5. **Individual corporate arrangement:** the Service Provider may also agree with a Business User – on the basis of an individual contract, typically for a term of one year – on functions, a number of users, rights of use and fees differing from the Service Packages. Matters not regulated in the individual contract shall be governed by the provisions of these GTC (Section 3.4).

14.2.6. **Supplementary administration services (subject to a fee):** at the separate, express order of the User and in return for the fee set out in the Fee Schedule, the Service Provider also undertakes

a) the administration of the authorisation or notification required for the use of restricted airspace – in particular the restricted airspace designated LH-R1 or LH-R1A, or airspace restricted for environmental protection reasons [Section 5/A(9) and Section 5/B of the Airspace Decree];

b) the obtaining of the opinion of the air navigation service provider, or the opinion or consent of the airport operator, required for the designation of temporary designated airspace [Section 5(3)–(5) of the Airspace Decree].

If the use of the Airspace Application Service requires a supplementary service to be ordered, the Service Provider shall indicate this in the Offer and shall also state in the Offer the total fee, inclusive of tax, of the services to be ordered. Authority Fees and Third-Party Fees relating to the supplementary services shall be governed by Sections 7.2 and 14.9.4.

14.3. Registration Request and Access Code

14.3.1. The Subscription shall be established in accordance with Section 5.7(A), upon the crediting of the first monthly fee. Each Subscriber shall receive one Access Code assigned exclusively to that Subscriber. The Service Provider shall keep a record of the Access Codes issued and of their assignment to Subscribers.

14.3.2. The User shall provide true, accurate and complete data in the Registration Request and the Booking Request, and shall notify the Service Provider by e-mail without delay of any change in those data. The User shall be liable for the consequences arising from untrue data provided by the User – including the rejection of the application to the authority and any damage arising therefrom.

14.3.3. The Access Code is unique and tied to the Subscriber; the Subscriber shall keep it confidential and shall not hand it over, make it accessible or disclose it to any third person. In the case of a Business User, the Access Code may be used exclusively by the 1 (one) natural person indicated on the Registration Form (designated user); access by further persons shall require further Subscriptions. The Business User shall be liable for the conduct of the designated user as if the Business User itself had acted. The Subscriber shall notify the Service Provider by e-mail without delay of the loss or unauthorised use of the Access Code; in such a case the Service Provider shall deactivate the Access Code and shall issue a new Access Code to the Subscriber free of charge. Operations performed with the Access Code, and declarations sent to the Service Provider from the e-mail address provided by the User in the Registration Request (in particular the Booking Request), shall – until proven otherwise – be deemed to have been performed or made by the User.

14.3.4. Upon the cessation of the Subscription for any reason, the Service Provider shall deactivate the Access Code; the cessation shall be governed by Section 14.16.

14.3.5. The Service Provider shall treat the User as a Consumer or a Business User on the basis of the User's declaration made on the Registration Form and, in respect of the Booking Request, having regard also to the User's declaration on the purpose of the UAS operation [Section 4/D(1)–(2) of the Airspace Decree]. If, in the Booking Request, a User who is a natural person indicates a UAS operation carried out for economic purposes or for the performance of a task of a state body, the Service Provider shall – in the absence of proof to the contrary – consider the order concerned to have been concluded within the scope of the User's independent occupation or business activity. The User shall make the declaration regarding its status truthfully.

14.3.6. The Service Provider may – while notifying the User – reject the Registration Request or the order if

c) the data provided are incomplete or untrue;

d) the Service Provider has previously terminated the User's access due to a breach of contract;

e) the Booking Request infringes the law or is manifestly unsupportable from a professional point of view (in particular, if the airspace applied for cannot be designated under the law); or

f) the circumstances of the order indicate abusive use contrary to Section 14.12.1.

14.4. Content and data sources of the Map Service

14.4.1. The Map Service displays, for information purposes:

a) the designated temporary designated airspaces published by NOTAM in the Budapest FIR;

b) permanent airspaces, in particular control zones (CTR, MCTR), aerodrome traffic zones (ATZ) and traffic information zones (TIZ), prohibited areas, restricted airspaces and danger areas, and No Drone Zone airspaces, on the basis of the data under Joint Decree 26/2007 (III. 1.) GKM–HM–KvVM on the designation of Hungarian airspace for aviation purposes, published in the aeronautical information publication of Hungary (eAIP);;

c) airports and their basic data on the basis of the airport register published by the aviation authority, including the contact details (name, telephone number, e-mail address) of the operator of the airport or heliport published in the register (which, in the case of an operator who is a natural person or a contact person indicated in the register, also include that person's name);

d) the detailed data of the airspaces displayed, namely – where contained in the source data – the period of validity, the lower and upper altitude limits and the contact telephone number published in the NOTAM;

e) the airspace planner function, by which the User may draw a section of airspace (a polygon or a circle) and generate the coordinates of its lateral limits in the WGS-84 system, and which, as part of an overlap check, lists the airspaces displayed on the Map with which the section of airspace drawn overlaps or, in the absence of any overlap, displays the message "no overlap".

14.4.2. The Service Provider does not produce primary aeronautical data. The Service Provider obtains NOTAM data through a third-party data provider; the terrain elevation data required for altitude filtering, the base map and the state border data are provided by third-party providers. The Service Provider shall publish the data sources used and their licence terms, as

well as the mandatory source attributions, on the interface of the Platform Site that is accessible even without logging in (in the “Data sources and source attributions” window, which can be opened from the login page). The Service Provider shall also display on the Map interface the source attribution required by the licence terms of third-party data sources. The Service Provider may replace the data sources with sources of the same or better quality, which shall not constitute an amendment of these GTC if it does not materially affect the content of the Map Service.

14.4.3. The NOTAM data of the Map Service are updated by automatic data retrieval, at two scheduled times per day. Due to the third-party runtime environment, the actual time of the update may be delayed by as much as several hours compared to the scheduled time. Accordingly, the Map does not necessarily contain NOTAMs issued, amended or withdrawn after the last update. The Service Provider shall display on the Map the time of the last successful update of the NOTAM data. The Service Provider shall update the other (static) layers of the Map – in particular the permanent airspaces and the airport data – within a reasonable time following a change in the source data. A delay in a scheduled update shall not in itself constitute unavailability under Section 14.10.3.

14.4.4. The Map displays exclusively designated temporary designated airspaces already published by NOTAM. In particular, the Map does not display

a) applications submitted to the Military Aviation Authority but not yet decided upon;

b) changes in the period between the publication of the designation decision and the appearance of the NOTAM [Section 1(6) of the Airspace Decree];

c) operational restrictions with immediate effect under Section 8/C(5)–(6a) of the Airspace Decree, which are shown exclusively on the Official Interface;

d) airspace restrictions under Section 4/A(n)–(o) of the Airspace Decree, published on the Official Interface; and

e) whether the airspace applicant has actually commenced (activated) the use of the designated temporary designated airspace, whether the use is suspended, or whether the airspace applicant has reduced the extent or duration of the airspace pursuant to Section 5/A(1) of the Airspace Decree.

The Map depicts designated temporary designated airspaces for the full period and extent published in the NOTAM, irrespective of the actual use of the airspace.

14.4.5. Altitude values with different references (above ground level or above mean sea level) are compared by an approximate calculation based on terrain elevation data. Airspaces whose altitude classification cannot be established are always displayed by the Map, irrespective of the filter setting. Prohibited areas, restricted airspaces and danger areas are always visible, irrespective of the filter setting. All times shown on the Map are in UTC.

14.4.6. The technical conditions for using the Map Service are a continuous internet connection and an up-to-date web browser indicated on the Platform Site. The Map Service does not require any software to be installed on the User’s device. The Consumer shall cooperate with the Service Provider in establishing whether the cause of any defect is the Consumer’s digital environment.

14.5. Informational nature of the Map Service and obligations of the User

14.5.1. **Highlighted Condition** – The Map Service is a tool of an informational nature that assists the advance planning and overview of flights. The Map Service does not constitute official aeronautical information and does not replace the Official Sources, and the Service Provider does not undertake that the content of the Map is at all times in full conformity with the Official Sources. The Map is not a certified aeronautical data service and does not constitute an aeronautical (flight) chart.

14.5.2. The User who is a remote pilot or UAS operator shall decide on carrying out the flight on its own responsibility. The User shall, in particular:

a) before every take-off and continuously during operation, check on the Official Interface (currently: MyDroneSpace) that carrying out the flight over the area concerned is not prohibited [Section 4/C(1) of the Airspace Decree];

b) before the flight, check the Official Sources and obtain all authorisations, consents and designations of temporary designated airspace required for the flight;

c) comply with the rules laid down in Commission Implementing Regulation (EU) 2019/947, the Airspace Decree and Act XCVII of 1995 on aviation, and with the statutory provisions on the protection of privacy.

14.5.3. In the event of a discrepancy between the Map Service and the Official Sources, the Official Source shall prevail in all cases.

14.5.4. The User may report any data noticed in the Map Service that differ from the Official Sources to info@cloudia.info. The Service Provider shall handle the report in accordance with Section 10.5.

14.5.5. The result of the overlap check of the airspace planner function (the list of overlapping airspaces or the "no overlap" message) is of an informational nature and relates exclusively to the airspaces displayed on the Map at the time of the check. The result does not constitute a finding or warranty that the statutory conditions of the application for the designation of temporary designated airspace are met, or that the Military Aviation Authority will order the designation. The overlap check does not extend to circumstances not displayed on the Map (Section 14.4.4), in particular to applications not yet decided upon and operational restrictions with immediate effect. The Service Provider shall be liable in accordance with Section 14.11.1 for any defect arising from the incorrect programming of the overlap check by the Service Provider.

14.6. Process of the Airspace Application Service

14.6.1. In the Booking Request, the User shall provide – by specifying the section of airspace marked on the Platform or coordinates – the data specified in items (a)–(c). The User shall provide the further data specified in items (d)–(h) – in accordance with the statutory data content of the application for the designation of temporary designated airspace [Section 5(1) of the Airspace Decree] – in the data request form sent by the Service Provider together with the Offer:

a) the lateral limits of the airspace according to geographical coordinates in the WGS-84 system;

b) the date and the start and end times (in UTC) of the use of the airspace;

c) the lower and upper limits of the airspace applied for;

d) the reason for the airspace application and the User's declaration on the purpose of the UAS operation (an operation carried out for the performance of a task of a state body, for economic purposes or for leisure purposes) [Section 4/D(1)–(2) of the Airspace Decree];

e) the name, registered office or home address and telephone contact details of the airspace applicant – the person responsible for organising the activity – or, in the case of a legal person, of the natural person also personally responsible for the task;

f) if the User has engaged such a person or service, the designation, home address or registered office and telephone contact details of the person or service responsible for organising air traffic in the airspace;

g) the User's declaration that the User is aware of the statutory provisions relating to the protection of privacy and will comply with them during the use of the airspace;

h) the annexes required by law, in particular the opinion of the competent air navigation service provider, the opinion or consent of the airport operator, the consent required for the use of Drop Zone airspace and the safety assessment [Section 5(3)–(5) of the Airspace Decree], or an indication that the User orders the obtaining of these from the Service Provider.

14.6.2. **Highlighted Condition**

Given that the application for the designation of temporary designated airspace must be submitted at least 30 (thirty) days before the planned use [Section 5(2) of the Airspace Decree], the User shall submit the Booking Request on the Platform at least 37 (thirty-seven) days before the planned start of the operation. If the UAS operation is an operation under Section 5(11) of the Airspace Decree carried out for the performance of a task of a state body, and all the conditions specified therein are met, the Booking Request shall be submitted at least 8 (eight) business days before the planned start of the operation. The Service Provider may reject a Booking Request submitted after the deadline or – at the User's separate, express request to that effect – may perform it with the User bearing the risk of the application being out of time; in the latter case the Service Provider shall not be liable for damage arising from the rejection of the application.

14.6.3. One Booking Request may relate to no more than 7 (seven) consecutive days, since temporary designated airspace may – with the exception specified by law – be designated for no more than seven days [Section 5(6) of the Airspace Decree]. For a longer period, the User may submit several consecutive Booking Requests, the fees for which shall be governed by the Fee Schedule.

14.6.4. It is a condition of the performance of the Airspace Application Service that the User gives the Service Provider a power of attorney entitling it to act as representative in the authority procedure – with the content set out in Annex 2, in the form accepted by the Military Aviation Authority. A written power of attorney may be given in a public deed or a private document of full probative value, or by way of an administrative disposition recorded in the register of dispositions; an e-mail containing the Booking Request or the ticking of a checkbox is not

suitable for this purpose. In the absence of a power of attorney, the Service Provider shall not submit the application.

14.6.4/A. The scope and revocation of the power of attorney shall be governed by the following rules:

a) within the limits of the power of attorney, the Service Provider may make the declarations necessary for the performance of the contract even without the prior approval of the User (in particular, submitting the application with the data of the Booking Request, remedying deficiencies with the data made available by the User, and taking receipt of the authority's decision); the prior, written (given by e-mail) approval of the User shall be required for the withdrawal or amendment of the application and for any declaration that may materially affect the outcome of the authority procedure;

b) if the User also wishes to make a declaration in the authority procedure in person or through another representative, the User shall inform the Service Provider thereof without delay before making the declaration; the Service Provider shall not be liable for the consequences arising from the failure to comply with this obligation or from a declaration of the User that differs from the Service Provider's declaration;

c) the User may revoke the power of attorney at any time. The Service Provider shall notify the Military Aviation Authority of the revocation without delay and shall not represent the User thereafter. If the Military Aviation Authority does not accept the Service Provider acting as authorised representative, the Service Provider shall notify the User thereof without delay and shall make the application already prepared and its annexes available to the User so that the User may submit it itself. In this case – if the refusal did not occur for a reason within the Service Provider's sphere of interest – the Service Provider shall be entitled to the part of the fee for the Airspace Application Service that is proportionate to the activity actually performed by it up to that time, but no more than 50% of the fee;

d) the power of attorney shall cease upon the cessation of the contract – with the exception set out in Section 14.16.5.

14.6.5. The Service Provider shall examine the formal and substantive completeness of the Booking Request within 2 (two) business days of its receipt and, in the event of any deficiency, shall call upon the User on one occasion, setting a deadline, to remedy the deficiency. On the basis of the complete Booking Request, the Service Provider shall submit the application on the electronic form prescribed by the Military Aviation Authority and, in the case of a Booking Request submitted in time, shall do so in such a way that the submission complies with the statutory deadline referred to in Section 14.6.2.

14.6.6. When processing the Booking Request, the Service Provider shall check – on the basis of the data available in the Map Service – whether the airspace applied for overlaps with temporary designated airspaces already published or with permanent airspaces, and shall inform the User of the risks arising therefrom that are recognisable to the Service Provider. This check does not replace the authority's assessment and does not extend to applications submitted by others that have not yet been published.

14.6.7. The Service Provider shall forward to the User by e-mail the communications of the Military Aviation Authority received by it in the course of the procedure (in particular the request to remedy deficiencies and the decision) within 1 (one) business day of receipt. The User shall make available the data and documents necessary to comply with the authority's request to remedy deficiencies within the deadline communicated by the Service Provider.

14.6.8. The Service Provider – in the absence of an agreement in writing to the contrary – does not undertake the tasks of the person or service responsible for organising air traffic in the airspace under Section 5(1)(f) of the Airspace Decree, and shall not be indicated as such a person in the application.

14.6.9. The User may withdraw the Booking Request free of charge until the commencement of processing under Section 14.6.5 and, thereafter, until the submission of the application, subject to payment of a fee proportionate to the work actually performed by the Service Provider up to that time. In the latter case the Service Provider shall make the documentation already prepared available to the User; after submission, the Service Provider shall withdraw the application at the User's request, but shall be entitled to the fee in this case as well. The Consumer's right of withdrawal and termination shall be governed by Section 8.10.

14.6.10. The Airspace Application Service shall be deemed to have been performed upon the submission of the application to the Military Aviation Authority and the notification of the User thereof. The Service Provider's forwarding obligation under Section 14.6.7 and the further procedural acts performed on the basis of the power of attorney (remedying of deficiencies) shall continue to apply thereafter.

14.6.11. The Airspace Application Service – in the absence of an express order to the contrary – does not include:

a) the administration of the authorisation or notification required for the use of restricted airspace [Section 5/A(9) and Section 5/B of the Airspace Decree]; if the temporary designated airspace to be designated is located in the airspace designated LH-R1 or LH-R1A or in airspace restricted for environmental protection reasons, the Airspace Application Service may be used only if the service under Section 14.2.6(a) is ordered at the same time;

b) the obtaining of the consent required for, and the notification of, operations carried out in the vicinity of an airport or an air ambulance helicopter landing site [Section 4/A(j) and (l) of the Airspace Decree], the obtaining of the consent required for the use of No Drone Zone airspace [Section 4/A(p) of the Airspace Decree], and the obtaining of the opinion of the air navigation service provider, or the opinion or consent of the airport operator, required for the designation of temporary designated airspace [Section 5(3)–(5) of the Airspace Decree; Section 14.2.6(b)];

c) the notification to the police of work carried out in the border strip [Section 4 of the Airspace Decree];

d) the administration of the operational authorisation under Commission Implementing Regulation (EU) 2019/947 or of registration in the register of UAS operators;

e) the payment of Authority Fees and Third-Party Fees.

14.7. The authority's decision; the risk of non-designation

14.7.1. The Military Aviation Authority decides on the designation of temporary designated airspace within its exclusive competence. The Service Provider does not warrant that the temporary designated airspace will be designated, or that it will be designated at the time, to the extent and under the conditions indicated in the Booking Request.

14.7.2. The User acknowledges, in particular, that:

a) the Military Aviation Authority does not simultaneously designate temporary designated airspaces that overlap each other in space and time, and in the case of

applications overlapping each other, the order specified by law – as a general rule, the time of submission of the application – shall be decisive [Section 5(7), (14) and (15) of the Airspace Decree];

b) a UAS operation carried out for the performance of a task of a state body takes precedence over an operation for economic purposes, and an operation for economic purposes takes precedence over an operation for leisure purposes, and the authority may amend or withdraw a designation decision already issued irrespective of rights acquired in good faith [Section 4/D(4)–(6) of the Airspace Decree];

c) an operational restriction under Section 8/C(5), (6) and (6a) of the Airspace Decree suspends the designated temporary designated airspace for the duration of the restriction [Section 4/D(7) of the Airspace Decree];

d) in the specified airspaces of the Budapest CTR and of the Szolnok, Kecskemét and Pápa MCTRs, the Budapest ATS Centre may, where justified by the traffic situation, refuse, restrict or prohibit the use of the temporary designated airspace [Section 5/A(10)–(11) of the Airspace Decree].

14.7.3. **Highlighted Condition**

If the Military Aviation Authority rejects the application, or amends, withdraws or suspends the designation, for a reason not attributable to the Service Provider – in particular for a reason listed in Section 14.7.2, due to the incompleteness or untruthfulness of the data provided by the User, due to the User's failure to remedy deficiencies as requested by the authority, or due to the User's failure to meet the deadline set out in Section 14.6.2 – the Service Provider shall be entitled to the fee for the Airspace Application Service and shall not be obliged to refund it. If the application is rejected for a reason attributable to the Service Provider (in particular due to the late submission of the application or an error in data entered in the application by the Service Provider), the Service Provider shall refund the fee for the Airspace Application Service and shall be liable in accordance with Section 14.11.

14.8. Obligations relating to the use of temporary designated airspace

14.8.1. The User or the responsible person indicated by the User in the application shall be exclusively liable for the use of the designated temporary designated airspace and for the fulfilment of the statutory obligations relating thereto, in particular:

a) for the safe organisation of air traffic and for carrying out the activity within the limits of the airspace [Section 1(4) of the Airspace Decree];

b) for notifying the Budapest ATS Centre of the commencement (activation) of the use at least 30 (thirty) minutes before the start time authorised in the decision, and for the further information to be provided under Section 5/A(1)–(2) of the Airspace Decree;

c) for use within the time and extent authorised in the decision [Section 5/A(4) of the Airspace Decree];

d) for being continuously and directly reachable at the telephone number provided in the application throughout the entire period of use, and for the immediate cessation of the activity where necessary [Section 5/A(5) of the Airspace Decree];

e) for ensuring without delay the entry into the temporary designated airspace of aircraft enjoying priority (in particular aircraft performing search and rescue, ambulance, law enforcement and national defence flights) [Section 5/A(6) of the Airspace Decree];

f) for fulfilling the notification obligation under Section 8/C(12) of the Airspace Decree in the event of an operational restriction.

14.8.2. The Service Provider may display on the Platform reminders relating to the above obligations, as well as contact details. These are of an informational nature and do not constitute an assumption by the Service Provider of the obligations under Section 14.8.1.

14.9. Fees and payment terms

14.9.1. The fees for the Platform Service are set out in the Fee Schedule. The Service Provider shall publish the fees for Consumers as a gross amount inclusive of value added tax, and for Business Users as a net amount, indicating the rate of value added tax. The monthly fee of the Subscription is a flat-rate fee that includes all costs relating to the billing period and at the same time represents the total monthly cost of the Map Service; the Airspace Application Service, the safety assessment, the Authority Fee and the Third-Party Fees are not included therein.

14.9.2. **Highlighted Condition**

The Subscription is established for an indefinite term and is divided into calendar-month billing periods; the monthly fee is due in advance. The contract is concluded upon payment of the fee for the first billing period within 3 (three) business days of receipt of the Payment Request (upon the crediting of the fee to the Service Provider's bank account) (Section 5.7(A)(f)); prior to this, the User shall not be subject to any payment obligation. The first billing period shall begin on the day on which the Access Code is sent and shall last – if this takes place by the 10th (tenth) day of the calendar month – until the last day of that calendar month, and otherwise until the last day of the following calendar month. The Service Provider shall issue an invoice for the monthly fee of subsequent billing periods on the 20th day of the preceding calendar month, with a payment deadline of 10 (ten) days from the date of issue. The Subscription shall continue – without any separate action by the User – until it is terminated by the User or the Service Provider in accordance with Section 14.16.

14.9.3. The fee for the Airspace Application Service and the safety assessment shall be due by the payment deadline specified in the Offer, on the basis of the Payment Request or invoice issued by the Service Provider. The Service Provider shall issue an electronic invoice for the fee. By accepting these GTC, the User consents to the Service Provider issuing electronic invoices for the fees for the Platform Service and delivering them to the User by e-mail.

14.9.4. The Authority Fee shall be governed by Section 7.2. The Service Provider shall advance the Authority Fee on behalf of the User only on the basis of a separate, express agreement concluded with the User; a claim for reimbursement of the advanced Authority Fee shall become part of the contract in relation to a Consumer only if the Consumer has expressly accepted it following separate information.

14.9.5. The Service Provider shall not increase the fee of a Subscription already paid for the current billing period. In the event of a fee increase, the provisions of Section 3.6 shall apply. The increased fee may be applied at the earliest from the billing period following its communication.

14.9.6. If the monthly fee of the Subscription is not credited by the expiry of the payment deadline indicated on the invoice, the Service Provider shall deactivate the Access Code – while simultaneously notifying the User by e-mail – at the earliest on the first day of the billing period concerned. If the User pays the fee within 8 (eight) days of the deactivation, the Service Provider shall reactivate the Access Code on the business day following the crediting of the payment; the deactivation shall not extend the billing period. If the fee is not paid within this deadline either, the Service Provider shall terminate the Subscription with immediate effect by a declaration communicated by e-mail after the expiry of the deadline; in this case, the User shall not be obliged to pay a fee for the billing period concerned, and the Service Provider shall invalidate (cancel) the unpaid invoice. In the event of any other late payment by a Business User, the Service Provider shall be entitled to default interest and the lump-sum compensation for recovery costs under the Civil Code.

14.9.7. The fees of the Platform Service may be paid by transfer to the bank account indicated on the Payment Request or the invoice. At the time of the entry into force of these GTC, the Service Provider does not provide online payment by bank card or recurring (automatic) payment by bank card; if these are introduced, the Service Provider shall amend these GTC in accordance with Section 3.6.

14.9.8. **Highlighted Condition**

If the Business User uses the Map Service in a manner that infringes Section 14.3.3 or Section 14.12.1(b) or (f) – in particular by sharing the Access Code or for the purpose of a service provided to a third party – the Business User shall, for the billing periods demonstrably affected by the infringement, pay an amount corresponding to the monthly fee of the Map Subscription according to the Fee Schedule for each additional person who accessed the Map Service with the Access Code, or to whom the Business User provided a service by using the Platform Service. The Service Provider may invoice this amount after notifying the User in advance by e-mail and after hearing the User's position within 8 (eight) days of the notification. This Section shall not affect the rights of the Service Provider under Sections 14.12.2 and 14.16.3, or its claim under Section 14.11.5 for compensation for damage exceeding the amount under this Section.

14.10. Availability, maintenance, third-party services

14.10.1. The Service Provider shall endeavour to ensure the continuous availability of the Platform Service. The Service Provider shall announce scheduled maintenance in advance on the Platform, where possible at least 24 (twenty-four) hours beforehand.

14.10.2. The User acknowledges that the Platform Service is based on third-party services (data sources, hosting, database and base map services). In the event of the outage, restriction or cessation of these, the Service Provider shall inform the Users on the Platform and shall do everything that can be expected of it to restore the service or to replace the service concerned.

14.10.3. If the functions of the Map Service that are subject to a fee are unavailable for more than 48 (forty-eight) hours in total within one billing period – with the exception of maintenance announced in advance in accordance with Section 14.10.1 – the Service Provider shall, at the request of the Subscriber, grant a fee reduction proportionate to the duration of the outage, which it shall credit against the fee for the next billing period or, if the Subscription ceases, refund. This Section shall not restrict the rights of the Consumer based on law and arising from defective performance.

14.11. Liability

14.11.1. In the course of providing the Platform Service, the Service Provider shall be liable in accordance with the rules of the Civil Code for its own breach of contract, in particular for damage arising from the Service Provider's defective processing, conversion or display of the data displayed in the Map Service, and from late or defective performance of the Airspace Application Service attributable to the Service Provider.

14.11.2. **Highlighted Condition** – The Service Provider shall not be liable – as these fall outside the service undertaken by the Service Provider or outside its control – in particular:

- **a)** for the content, errors or late publication of the data contained in the Official Sources or in the primary NOTAM data;
- **b)** for any decision, measure or omission of the Military Aviation Authority, the air navigation service provider or any other authority;
- **c)** for the consequences of incomplete or untrue data provided by the User;
- **d)** for any outage of third-party services that is outside its control, with the exception of the provisions of Section 14.10.3;
- **e)** for damage arising from the User's failure to fulfil its obligations set out in Section 14.5.2, in particular the checking of the Official Interface and the Official Sources before flight;
- **f)** for any fine or other legal consequence imposed on the User in connection with the performance of the flight, unless it was caused by the Service Provider's breach of contract.

14.11.3. **Highlighted Condition**

The aggregate amount of the Service Provider's liability for damages towards a Business User shall not – with the exceptions set out in Section 14.11.4 – exceed the amount of the fees actually paid by the Business User for the Platform Service in the 12 (twelve) months preceding the occurrence of the damage. The Service Provider shall not – with the exceptions set out in Section 14.11.4 – be liable towards a Business User for loss of profit, or for damage arising from the non-performance of obligations undertaken by the Business User towards third parties (in particular deadlines and contractual penalties undertaken towards its customers).

14.11.4. These GTC shall not exclude or limit the Service Provider's liability for a breach of contract that is intentional, or that harms human life, physical integrity or health [Section 6:152 of the Civil Code], and shall not limit the rights to which the Consumer is entitled by law.

14.11.5. The User shall be liable for damage caused to the Service Provider and to third parties by use of the Platform Service that is unlawful or infringes these GTC.

14.12. Rules on the use of the Platform

14.12.1. In addition to the provisions of Section 11.4, the User shall not be entitled, in particular:

a) to query, download or copy the data of the Platform in bulk by automated means (e.g. a data extraction program, robot or unauthorised API call);

b) to make the functions subject to a fee, or the data accessible through them, available to third parties, to resell them or to provide them as part of its own service, unless the individual corporate arrangement under Section 14.2.5 expressly entitles the User to do so;

c) to circumvent the access protection measures of the Platform, or to interfere with the operation of the Platform in any manner;

d) to submit a Booking Request without the intention of carrying out a genuine operation, for the purpose of excluding other airspace users or blocking the airspace;

e) to use the contact details displayed on the Map for any purpose other than making contact for flight safety purposes (in particular for soliciting business or sending advertising);

f) to transfer the Access Code to a third party, share it or make it available for use by any person outside the scope specified in Section 14.3.3.

14.12.2. In the event of an infringement of the provisions of Section 14.12.1, the Service Provider may suspend the User's access (by deactivating the Access Code) while simultaneously notifying the User, may reject the infringing Booking Request and, in the event of a serious or repeated infringement, may terminate the contract with immediate effect in accordance with Section 14.16.3. The Service Provider shall apply the suspension – except in the case of a serious infringement requiring immediate intervention – after warning the User in advance, and the User may submit comments by e-mail against the suspension.

14.12.3. In order to ensure the secure operation of the Platform and to verify compliance with the provisions of Section 14.12.1, the Service Provider may automatically record and analyse log data relating to the use of the Platform (in particular the time and frequency of logins and of exports – copying to the clipboard, PDF creation, e-mail sending; the Service Provider does not log queries made in the Map Service). To this end, on the Platform Site the Service Provider uses on the User's device a cookie that contains a randomly generated device identifier and is strictly necessary for the secure provision of the service, and that serves exclusively to detect misuse of the Access Code – in particular sharing that infringes Section 14.3.3. The device identifier shall be kept by the Service Provider in the login and export log for no more than 90 (ninety) days, in the acceptance log recording the acceptance of the Highlighted Conditions On the basis of the verification, the Service Provider shall apply any legal consequence that is detrimental to the User (suspension, termination, invoicing of the amount under Section 14.9.8)) only after human review, after notifying the User in advance and after having become acquainted with the User's comments. The processing of log data shall be governed by the Privacy Notice.

14.13. Intellectual property; licence to use

14.13.1. The software, interface and graphic appearance of the Platform, as well as the database compiled by the Service Provider, are the intellectual property of the Service Provider, protected by copyright and by the rights of the maker of a database [Section 84/A of the Copyright Act]. The Service Provider does not claim any exclusive right in respect of the official data displayed on the Platform (in particular NOTAMs and the airspace data contained in laws and official announcements of authorities), which are not protected by copyright [Section 1(4) of the Copyright Act]. Content originating from third-party data sources (in particular the base map) shall be governed by the licence terms thereof.

14.13.2. For the duration of the use of the Platform Service, the Service Provider grants the User a non-exclusive, non-transferable right of use, which may not be sublicensed to third parties, for the proper use of the Platform: in the case of a Consumer, for its own purposes; in the case of a Business User, for the purposes of its own internal business activity (its own UAS operations). The User may take screenshots of the Map for its own flight planning or flight documentation – indicating the source – and may retain them. Use shall be deemed to be for the User's own purposes if the User uses the data, results and displays of the Platform Service exclusively in connection with its own UAS operations (in the case of a Business User, those carried out by its own employees), including its own applications to authorities and safety assessments relating to these operations. Use shall be deemed to be for a third party if the User makes these available to another person, or provides a service to another person by using them (in particular by preparing a safety assessment, airspace planning or an application for its customers); this may take place only on the basis of the individual corporate arrangement under Section 14.2.5.

14.13.3. The Service Provider shall be entitled to use the data provided by the User on the Platform (in particular the airspace portions drawn and the data of the Booking Request) exclusively for the purpose of providing the Platform Service. The Service Provider may, for the purpose of developing the Platform, produce aggregated statistical data that are not suitable for identifying the User.

14.14. Protection of personal data

14.14.1. The Service Provider shall process personal data processed in connection with the Platform Service in accordance with the Privacy Notice published on the Website. Acceptance of these GTC shall not constitute consent to the processing. Where the legal basis of any processing is consent, the Service Provider shall request it separately from the acceptance of these GTC, in a clearly distinguishable manner.

14.14.2. The data provided by the User in the data request form under Section 14.6.1 also include the personal data (name, home address, telephone number) of the natural persons under Section 5(1)(e) and (f) of the Airspace Decree, which the Service Provider shall transfer to the Military Aviation Authority as part of the application. If the User provides the data of another natural person in the data request form, the User warrants that it has informed the data subject of the processing in advance by making the Privacy Notice available. The Service Provider shall itself also inform the other natural person of the processing at the time of the first direct contact [Article 14 GDPR].

14.14.3. The User acknowledges that the data of the designation decision – including the contact telephone number provided in the application – may be included in the NOTAM by way of publication by the authority [Section 1(5)–(6) of the Airspace Decree], and may thereby appear publicly in the Map Service and in other services processing NOTAMs.

14.14.4. The Map Service displays the contact telephone number published in the NOTAM – which, if it can be linked to a natural person, constitutes personal data – on the basis of legitimate interest, in order to enable contact to be made for flight safety purposes, and shall erase it – together with the original textual description belonging to the booking – at the first automatic data update following the expiry of the period of validity of the temporary designated airspace concerned. The data subject may communicate an objection to the display of the telephone number at the e-mail address esetilegter@cloudia.info; further details are contained in the Privacy Notice.

14.14.5. The Map Service displays the contact details (name, telephone number, e-mail address) of the operators of airports and heliports contained in the airport register published by the aviation authority, with the content published in the register, for the purposes of making contact and consultation for flight safety purposes – in particular obtaining the opinions and consents required by law. If the operator or the contact person indicated in the register is a natural person, these data constitute personal data; they are processed on the basis of the legitimate interest of the Service Provider and the Users [Article 6(1)(f) GDPR]. The Service Provider shall review the data and the changes to the register – at least quarterly – and shall update the data on the basis thereof,, shall also remove from the Map any data deleted from the register, and shall receive the data subject's objection via the contact details indicated in Section 14.14.4. The User may use these data exclusively for the purpose specified in Section 14.12.1(e).

14.15. Information on the use of artificial intelligence

14.15.1. In its functions that interact directly with the User, and in the course of producing the data displayed, the Platform Service does not use an AI system within the meaning of Article 3(1) of Regulation (EU) 2024/1689 laying down harmonised rules on artificial intelligence; NOTAM data are processed by automated means in accordance with predefined rules. The same shall apply to the overlap check carried out by the airspace planning function (Section 14.4.1(e)).

14.16. Duration and cessation of the legal relationship

14.16.1. The Subscription is concluded for an indefinite period. The User may terminate the legal relationship at any time, without giving reasons, by e-mail addressed to the Service Provider. Termination of the Subscription shall take effect at the end of the current billing period; the Service Provider shall not refund any fee already paid, except in the cases set out in Sections 3.6 and 14.16.2 and in Section 8.10. If, at the time the termination is communicated, the invoice for the next billing period has already been issued, the User shall not be obliged to pay it, and the Service Provider shall invalidate (cancel) it.

14.16.2. The Service Provider may terminate the legal relationship by ordinary termination, by a declaration communicated by e-mail, with a notice period of 30 (thirty) days. In this case, the Service Provider shall refund on a pro rata basis the fee already paid for the period following the expiry of the notice period.

14.16.3. The Service Provider may terminate the legal relationship with immediate effect if the User seriously or repeatedly infringes the provisions of Section 14.12.1, or intentionally provides untrue data in the Booking Request. The legal consequences of non-payment of the fee shall be governed by Section 14.9.6.

14.16.4. If the provision of the Platform Service becomes impossible for a reason outside the Service Provider's sphere of interest (in particular due to the cessation of an indispensable data

source or a change in law), the Service Provider shall notify the Users thereof without delay and shall refund on a pro rata basis the fee attributable to the service period not provided.

14.16.5. The cessation of the legal relationship shall not affect the handling of applications already submitted to the Military Aviation Authority: in respect of these, the Service Provider shall forward the decision to the User.

14.17. Complaint handling and legal disputes

14.17.1. Complaints and legal disputes relating to the Platform Service shall be governed by the provisions of Sections 10 and 12.

These GTC shall be in force from 23 November 2026.

Dr. Balázs Szauer, Chief Executive Officer

CloudIA Zrt.

Annex 1 – Fee Schedule (Platform Service)

Service / package	Content	Category of recipients	Fee
Map Subscription (monthly fee)	all Map functions under Section 14.2.1, with an Access Code, for 1 (one) designated user; once per month, a 50% discount on the fee of a safety assessment ordered in the given month (Section 14.2.2)	any User	**HUF 24,990 + VAT / month (gross: HUF 31,737 / month)**
Joining discount	on the monthly fee for a new Subscriber's first billing period (the Payment Request shall be issued for the discounted amount)	new Subscriber	**50% discount – the discount under Section 14.2.2 is not available in the first billing period**

Service / package	Content	Category of recipients	Fee
Airspace Application Service	handling of an application for temporary designated airspace, per occasion, for no more than 7 consecutive days* * If the temporary designated airspace to be designated is located in the restricted airspace designated LH-R1 or LH-R1A, or in airspace restricted on environmental protection grounds, the Airspace Application Service may be used only if the handling of matters relating to the use of the restricted airspace is ordered at the same time [Section 14.6.11(a)]; in such cases, the Offer shall contain the combined fee of the services to be ordered.	Subscriber or, on the basis of an Offer, any Customer	**HUF 10,000 + VAT / occasion (gross: HUF 12,700 / occasion)**
Airspace Application Service – 4 weeks	handling of Booking Requests submitted simultaneously for 4 weeks	Subscriber or, on the basis of an Offer, any Customer	**HUF 20,000 + VAT / order (gross: HUF 25,400 / order)**
Handling of matters relating to the use of restricted airspace	handling of the authorisation or notification required for the use of the restricted airspace (Section 14.2.6(a)). The aviation authority may authorise the use of the restricted airspace for no more than 30 days [Section 5/B(3) of the Airspace Decree]. The specialist authority procedural fee payable per county and per airspace for the use of airspace restricted on environmental protection grounds shall constitute an Authority Fee, which is not part of the above fee and which the Customer shall pay separately (Section 7.2).	Subscriber or, on the basis of an Offer, any Customer	**HUF 15,000 + VAT / order (gross: HUF 19,050 / order)**
Safety assessment	for airspace outside a No Drone Zone, for 3 consecutive months	Subscriber or, on the basis of an Offer, any Customer	**HUF 25,000 + VAT (gross: HUF 31,750)(for Subscribers, once per month with a 50% discount: HUF 12,500 + VAT [gross: HUF 15,875])**

Service / package	Content	Category of recipients	Fee
Extension of a safety assessment	for a further 3 consecutive months	Subscriber or, on the basis of an Offer, any Customer	**HUF 10,000 + VAT / order (gross: HUF 12,700 / order)**
Obtaining the opinion of an air navigation service provider or the consent of an airport operator required for the designation of temporary designated airspace	Per airport or air navigation service provider concerned, for the period indicated by the organisation (Section 14.2.6(b)). Any fee charged by the organisation for issuing the opinion or consent shall constitute a Third-Party Fee, which is not part of the above fee.	Subscriber or, on the basis of an Offer, any Customer	**HUF 5,000 + VAT / order (gross: HUF 6,350 / order)**
Authority Fee	the administrative service fee determined by the authority (Section 7.2)	–	**in accordance with the law in force from time to time; not part of the above fees**

The Fee Schedule shall also be published on the Website. Amendment of the Fee Schedule shall be governed by Sections 3.6 and 14.9.5. In the case of an individual order – in particular in the case of a service not included in the Fee Schedule or having a content different therefrom – the Service Provider may also set in the Offer a fee that differs from the Fee Schedule.

Annex 2 – Power of attorney (template)

I, the undersigned [name / company name] ([home address / registered office]; [place and date of birth / company registration number]; hereinafter: Principal) hereby authorise CloudIA Cloud for Intelligent Airspace Zrt. (registered office: 9224 Rajka, Kölcsey Ferenc utca 11.; company registration number: 08-10-001974; hereinafter: Authorised Representative) to act in my stead and on my behalf before the military aviation authority in the procedure for the designation of temporary designated airspace under Government Decree 4/1998 (I. 16.) on the use of Hungarian airspace, in particular:

a) to compile and submit the application for the designation of temporary designated airspace with the data provided in the Booking Request with identifier [...] (or: in the Booking Requests submitted by me on the Platform during the term of this power of attorney);

b) to receive the authority's requests to remedy deficiencies and to comply with them using the data made available by me;

c) to receive the authority's decision and other communications;

d) to withdraw the application on my express instruction.

This power of attorney does not extend to performing the tasks of the person responsible for organising air traffic, to making the declaration relating to the protection of privacy in place of the Principal, or to exercising or waiving any right of legal remedy. This power of attorney is valid [until revoked / until [...]].

Done at: [place], [date]

_____

[...]
Principal

I accept the power of attorney:

Done at: [place], [date]

_____

[...]
Authorised Representative

Witnesses:

1. name, home address, signature: _____

2. name, home address, signature: _____

Annex 3 – Model withdrawal/termination declaration

(complete and return only if you intend to withdraw from or terminate the contract)

Addressee: CloudIA Cloud for Intelligent Airspace Zrt., 9224 Rajka, Kölcsey Ferenc utca 11.; e-mail: info@cloudia.info

I/We, the undersigned, hereby declare that I/we exercise my/our right of withdrawal/termination in respect of the contract for the provision of the following service:

Name of the service / identifier of the order: _____

Date of conclusion of the contract: _____

Name of the consumer(s): _____

Address of the consumer(s): _____

Signature of the consumer(s) (only in the case of a declaration made on paper):

_____

Done at: [place], [date]

Annex 4 – Data content of the Registration Form and content of the confirmation e-mail

A) Data content of the Registration Form

a) the User's name or company name, home address or registered office, and billing address; in the case of a Business User, its tax number [and company registration number];

b) the name, e-mail address and telephone number of the contact person (in the case of a Business User, the designated user using the Access Code – Section 14.3.3);

c) a declaration as to whether the User concludes the contract as a Consumer or as a Business User (Section 14.3.5);

d) separate checkboxes, not ticked by default:

(1) "I have familiarised myself with and accept the General Terms and Conditions [link / downloadable PDF]." (mandatory)

(2) "I have separately familiarised myself with the provisions of the GTC marked as Highlighted Conditions [highlighted, expandable text block with the full text of the Highlighted Conditions], and I expressly accept them." (mandatory)

(3) instead of a checkbox, an information text placed in a clearly visible manner before the submit button: "Information on the processing of your personal data is provided in the Privacy Notice [link]." (not a checkbox)

(4) in the case of a Consumer: "I request that the Service Provider make the Access Code available to me before the expiry of the 14-day withdrawal period. I acknowledge that if I terminate thereafter, I must pay the fee attributable to the period used until then (Section 8.10(a) of the GTC)." (not mandatory – if not ticked, the Access Code shall be issued after the expiry of the withdrawal period)

(5) Optional: "I consent to the Service Provider sending me a newsletter." (not mandatory; the conclusion of the contract does not depend on it)

e) the text of the submit button: "Order with obligation to pay".

B) Content of the e-mail confirming the Contract (sent simultaneously with the Access Code)

a) the data of the Parties (the Service Provider's data under Section 4.2, the User's data provided on the Registration Form);

b) the subject matter of the contract (Subscription to the Map Service, the address of the Platform Site), the name of the designated user (in the case of a Business User);

c) the amount of the monthly fee, the discounts used, the start and end of the first billing period, and the arrangements for invoicing and payment of the fee (Section 14.9.2);

d) the date and time of issue of the Access Code;

e) the identifier of the version of the GTC accepted by the User (the date of its entry into force) and the date and time of acceptance;

f) information on the method of termination (Section 14.16.1), in the case of a Consumer on the right of withdrawal or termination and on the model declaration contained in Annex 3, as well as on the contact details for complaint handling.