Privacy Notice

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.

1. General provisions

1.1. **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: Company), as controller, on the basis of Regulation (EU) 2016/679 of the European Parliament and of the Council 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, hereinafter: GDPR), Act CXII of 2011 on the right to informational self-determination and the freedom of information (hereinafter: Privacy Act) and Act CXIX of 1995 on the processing of name and address data serving the purposes of research and direct marketing, hereby adopts the following Privacy Notice on the rules of processing on the Company's online interfaces (namely the website https://www.cloudia.info/, the newsletter, the mobile application, social media, as well as the temporary designated airspace map (https://legter.cloudia.info/) and the form placed on the website www.cloudia.info for ordering the Map Service).

1.2. This Privacy Notice applies to the processing of the personal data made available to the Company by the User, and furthermore to all personal data which the Company collects whether on the Company's online interfaces or by the use of 'Cookies'. The purpose of this Privacy Notice is to duly inform the User of the lawful order of operation of the records kept by the Company in the course of the automated processing of personal data, and to ensure that the constitutional principles of data protection, the right to informational self-determination and the requirements of data security are given effect, and to prevent unauthorised access to, and the alteration and unauthorised disclosure of, the data, and furthermore to determine the information and data which the Company may request from the User in the course of use on its online interfaces, and the purposes for which it may use them.

1.3. This Privacy Notice shall apply uniformly to all services of the Company. The special processing rules relating to the individual services – in particular to the Map Service and the Airspace Reservation Service – are set out in Section 3A. The provisions of Section 3A shall, in respect of the service concerned, supplement the general provisions of this Privacy Notice and, in the event of any discrepancy, shall prevail over them. The rules applicable to the cookies and similar technologies used on the website www.cloudia.info, to the processing carried out on the website www.cloudia.info for measurement, advertising and remarketing purposes, and to the forms placed on the website are set out in Section 3B.

1.4. Pursuant to Article 37(1) GDPR, the Company is not obliged to designate a data protection officer and has not designated one. In data protection matters, the Company may be reached at the contact details indicated in Section 10.

2. Definitions

2.1. For the purposes of this Privacy Notice:

- **Personal data**: any information relating to an identified or identifiable natural person ("data subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, a number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **Processing:** any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, in particular collection, recording, organisation, storage, adaptation or alteration, use, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure and destruction.
- **Controller:** the natural or legal person, public authority, agency or any other body which, alone or jointly with others, determines the purposes and means of the processing of personal data. Where the purposes and means of the processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may also be provided for by Union or Member State law.
- **Processor:** the natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller.
- **Data destruction:** the complete physical destruction of the data medium containing the data.
- **Data transfer:** making the data available to a specific third party.
- **Data erasure:** rendering the data unrecognisable in such a way that its restoration is no longer possible.
- **User:** the natural person who registers, requests an offer and, in this context, provides his or her data listed in Section 3.3 below (data subject). In respect of the Map Service and the Airspace Reservation Service, a natural person who uses these services in his or her own name, or in the name of a legal person or other organisation, as its representative or contact person, shall also be deemed to be a User. Both the Consumer and the Business User are Users
- **Online Interface:** the website (https://www.cloudia.info/), newsletter and mobile application operated by the Company, as well as the Map Service (https://legter.cloudia.info/) and the Order Form.
- **Map Service:** the online service of an informative nature operated by the Company, which displays on an interactive map the permanent airspaces of Hungarian airspace (LHCC FIR), the airports and heliports, as well as the temporary designated airspaces that have been designated and published in NOTAMs, and which enables the drawing of the planned temporary designated airspace, the examination of its overlap with other airspaces, and the making of a request for offer for the Airspace Reservation Service, and which may be used exclusively against a subscription (monthly fee), with the Access Code allocated to the User;
- **Airspace Reservation Service:** the temporary designated airspace administration service provided by the Company (including the preparation of the safety assessment), in the framework

of which the User – following a request for offer sent from the interface of the Map Service or another order – may, with the assistance of the Company, initiate with the Military Aviation Authority the designation of the temporary designated airspace necessary for the planned UAS operation (airspace reservation), including the compilation and submission of the application, communication with the authority, and informing the User of the status and outcome of the procedure;

- **Government Decree:** Government Decree 4/1998 (I. 16.) on the use of Hungarian airspace;
- **Military Aviation Authority:** the military aviation authority having competence under the Government Decree to designate temporary designated airspace;
- **NOTAM:** an official aeronautical notice issued by the aeronautical information service, in which – among other things – the temporary designated airspaces that have been designated are published.;
- **UAS operation:** an operation carried out with an unmanned aircraft system;
- **Access Code:** the identification code consisting of 3×4 characters, individually allocated by the Company to each User and assigned to the User, which entitles the User to use the Map Service;
- **Order Form:** the electronic form placed on the website www.cloudia.info (subpage https://www.cloudia.info/legterterkep/), through which the User may subscribe to the Map Service;
- **Airspace Applicant:** the person or organisation responsible for organising the activity within the meaning of Section 5(1)(e) of the Government Decree;
- **Responsible Person:** in the case of an Airspace Applicant that is a legal person, the natural person who is also personally responsible for the task [Section 5(1)(e) of the Government Decree], and – if such a person has been appointed – the person responsible for organising air traffic in the airspace [Section 5(1)(f) of the Government Decree];
- **Third-Party Data Subject:** the natural person who is not a User but whose personal data are provided by the User in the course of using the Airspace Reservation Service, or whose personal data are included in a NOTAM displayed by the Map Service or among the contact details of airport operators displayed by it.
- **GTC terms:** in this Privacy Notice, Order Form means the Registration Form under the GTC, Airspace Reservation Service means the Airspace Application Service under the GTC, and the Map Service and the Airspace Reservation Service together mean the Platform Service under the GTC. The terms Consumer, Business User, designated user, Subscription, Booking Request, Offer and Highlighted Condition are defined in the Company's General Terms and Conditions (GTC).

3. Purpose of the processing and scope of the personal data processed by the Company

3.1. Anyone may access the Company's website - without providing their personal data - and may obtain information freely and without restriction on the website and the pages linked to it.

3.2. The Company collects personal data in the course of registration on the website, requests for offer and the making of offers (in particular the completion of the data sheet necessary for this), and in the course of subscription to the Company's newsletter (blog), on the basis of the User's express consent. The legal basis of the processing carried out in connection with the

Map Service and the Airspace Reservation Service shall be the legal basis indicated in Section 3A for each purpose of processing.

3.3. The purpose of the processing is:

a) **to ensure the provision of the services available through the Company's online interfaces** (scope of data processed for this purpose: name, residential address, delivery address, e-mail address, birth data, telephone number, user name, password),

b) **to identify the Users, including the provision of internet content services** (scope of data processed for this purpose: user name, password),

c) **to send newsletters** (scope of data processed for this purpose: name, residential address, e-mail address, data relating to the User's search history)

d) **to display personalised content and advertisements** (scope of data processed for this purpose: name, residential address, e-mail address, data relating to the User's search history) – the processing related to the advertising measurement and remarketing used on the website www.cloudia.info shall be governed by Section 3B,

e) **to support administrative and legal purposes,** for example screening for the prevention of fraud, security and protection purposes (scope of data processed for this purpose: name, residential address, e-mail address, IP address),

f) **to provide the Airspace Reservation Service** (the scope of data processed, the legal basis and the duration of the processing are set out in Sections 3A.2–3A.3),

g) **to provide the Map Service and to manage the subscription to it** (the scope of data processed, the legal basis and the duration of the processing are set out in Sections 3A.4–3A.5, 3A.11 and 3A.12),

h) **to measure the traffic of the website www.cloudia.info, to measure the effectiveness of advertisements, remarketing, and to handle the enquiries submitted through the forms placed on the website** (the scope of data processed, the legal basis and the duration of the processing are set out in Section 3B).

Please be informed that, in the event of an order placed on the site, the Company needs to collect the data specified in Section 3.3(a) in order to perform the provisions of the General Terms and Conditions and to provide the services. If the User does not make the requested personal data available, the Company will be unable to provide the requested services or will be able to provide them only in part.

The controller may not use the personal data provided for purposes other than those set out in this Section. If the Company wishes to use the User's personal data for a new purpose not covered by this Privacy Notice, the Company shall, prior to the new processing, send the User a notification describing all the conditions that apply to the new processing. If necessary, it shall request the User's consent before commencing the new processing activity.

3.4. The Company may, without limitation and automatically, collect non-personal information – not falling within the scope of personal data - on the visitors to the online interfaces and may automatically (that is, not by way of registration) record technical information which is not identifiable (for example the type of browser and operating system used by the visitors to the online interfaces, or the address of the website from which the visitor arrived at the Company's online interface. However, if the technical information – in particular the IP address – can be linked to the visitor or the User, it shall be deemed personal data. The processing of such data on the interface of the Map Service shall be governed by the provisions of Section 3A.5. On the website www.cloudia.info, the measurement of traffic and the measurement of the effectiveness of advertisements are not carried out exclusively with

non-personal data: the related processing (in particular of pseudonymised identifiers, hashed data and the IP address) shall be governed by Section 3B.

3A. Special provisions on processing relating to the Airspace Reservation Service and the Map Service

3A.1. **Role of the Company.** In the framework of the Airspace Reservation Service, the Company acts before the Military Aviation Authority on the instructions of the User, as the User's representative (authorised representative). In respect of the personal data provided by the User, the Company shall be deemed an independent controller. The Military Aviation Authority – and the other bodies participating in the procedure indicated in Section 3A.2(e) – process the personal data transferred to them as independent controllers, in order to perform their own official or statutory duties, and their processing is governed by their own privacy notices. The Company does not act as a processor of the Military Aviation Authority and does not participate in the making of the authority's decision on the designation of the temporary designated airspace.

We indicate the legal basis of the processing next to each purpose of processing. The provision of the data processed on the legal bases of "performance of a contract" [Article 6(1)(b) GDPR] and "compliance with a legal obligation" [Article 6(1)(c) GDPR] is a condition of using the service: in the absence of such data, the Company is unable to provide the service. The data subject may at any time object to processing based on the legal basis of "legitimate interest" [Article 6(1)(f) GDPR] (Section 9.1(e)).

3A.2. Processing in the course of providing the Airspace Reservation Service

a) **Purpose of the processing:**

(i) to receive the request for offer sent by the User from the interface of the Map Service or in another manner, and to send the offer;

(ii) to prepare and compile the application for the designation of temporary designated airspace and to submit it to the Military Aviation Authority;

(iii) to represent the User and to maintain contact in the course of the authority procedure (including the remedying of deficiencies);

(iv) to inform the User of the status and outcome of the procedure;

(v) to maintain contact with the User in the course of providing the service;

(vi) to certify the performance of the service.

b) **Scope of the personal data processed:**

- the User's identification and contact data: name, e-mail address, telephone number, the Access Code; in the case of a User that is a legal person or other organisation, the name, position and contact details of the representative or contact person;
- the data of the e-mail requesting an offer: the name and e-mail address of the sender, and the content of the e-mail (the parameters of the planned airspace drawn on the interface of the Map Service, the result of the overlap examination and other data communicated by the User). The Company does not store the data of the drawn airspace on its servers; they are contained exclusively in the User's browser and in the e-mail sent by the User;

- the name, residential address (registered office) and telephone contact details of the Airspace Applicant or, in the case of a legal person, of the natural person who is also personally responsible for the task [Section 5(1)(e) of the Government Decree];
- if such a person has been appointed, the name, residential address (registered office) and telephone contact details of the person responsible for organising air traffic [Section 5(1)(f) of the Government Decree];
- the Airspace Applicant's declaration that it is aware of and complies with the statutory provisions relating to the protection of privacy [Section 5(1)(g) of the Government Decree], and its declaration on the purpose of the UAS operation (state, economic or recreational) [Section 4/D(2) of the Government Decree];
- the data of the planned UAS operation: the lateral limits of the airspace (WGS-84 coordinates), the date and the start and end time (UTC) of use, the lower and upper limits of the airspace applied for, the reason for the airspace application [Section 5(1)(a)–(d) of the Government Decree] – which, when linked to the User or the Responsible Person, shall be deemed personal data;
- the personal data contained in the annexes to the application: the data contained in the power of attorney, and the personal data contained in the opinion of the competent air navigation service provider, in the consent or opinion of the airport operator, and in the safety assessment [Section 5(3)–(5) of the Government Decree];
- the personal data generated in the course of the authority procedure or communicated between the Military Aviation Authority and the Company (case number, notice to remedy deficiencies, decision);
- the data of the order: order identifier, the fee for the service, the status of payment of the fee.
- the Offer, and the statement of acceptance sent by the User by reply e-mail containing the express acceptance of the Offer and – if the Offer contains any – of the Highlighted Conditions;

The Company does not request or process personal data falling within special categories (Article 9 GDPR) in the framework of the Airspace Reservation Service; we ask the User not to provide any such data.

c) **Legal basis of the processing:** in respect of the User's personal data, Article 6(1)(b) GDPR (the conclusion and performance of the contract concluded between the User and the Company, based on uniform general terms and conditions (GTC) covering both the Map Service and the Airspace Reservation Service). In respect of the data of the representative or contact person of a User that is a legal person or other organisation, the legal basis is Article 6(1)(f) GDPR (the legitimate interest of the Company and the User in the communication necessary for the conclusion and performance of the contract). The mandatory data content of the application is determined by Section 5(1) of the Government Decree. The provision of the data is a condition of the initiation of the authority procedure and thus of the provision of the service. In respect of the data of Third-Party Data Subjects (in particular a Responsible Person other than the User, and the persons appearing in the power of attorney and the annexes), the legal basis is Article 6(1)(f) GDPR: the legitimate interest of the User and the Company in submitting an application with the content required by law. The Company shall make the balancing test carried out and documented in writing, and the result thereof, available to the data subject at his or her request – on the basis of a request submitted via the contact details indicated in Section 10. In the case of complying with requests from

authorities, the legal basis is Article 6(1)(c) GDPR. Following the performance of the contract, the Company shall process the data for the purpose of enforcing claims arising from the contract or defending against such claims, on the basis of its legitimate interest [Article 6(1)(f) GDPR], for the period specified in Section 3A.2(f).

d) **Source of the data:** the User; in respect of the data of Third-Party Data Subjects, the User; in respect of the data generated in the course of the authority procedure, the Military Aviation Authority.

e) **Recipients of the data:** the Military Aviation Authority; where necessary for the application, the competent air navigation service provider [HungaroControl Magyar Légiforgalmi Szolgálat Zrt.] and the operator of the airport concerned [Section 5(3)–(5) of the Government Decree]; and the processors indicated in Section 3A.6. Please be informed that, following the designation of the temporary designated airspace, the data of the temporary designated airspace and the telephone contact details provided in the application – at which the Responsible Person must be reachable throughout the entire period of use [Section 5/A(5) of the Government Decree] – may be made public in an official NOTAM. The publication of the NOTAM is arranged not by the Company but by the bodies having competence to do so; the published data may be displayed by the Company's Map Service in accordance with Section 3A.4. When the detailed data necessary for submitting the application are requested, information is also provided in the data request e-mail, at the request to provide the telephone number. The data published in the NOTAM may also appear, beyond the Company's Map Service, in other services processing NOTAMs, over which the Company has no control [Section 14.14.3 of the GTC].

f) **Duration of the processing:** until the end of the limitation period of 5 (five) years following the performance of the service or the termination of the contract [Section 6:22(1) of the Civil Code]; in respect of the data contained in accounting documents, for the period specified in Section 6.4. The Company shall erase the data not necessary for the establishment, exercise or defence of legal claims – in particular the contact data – within 365 (three hundred and sixty-five) days following the termination of the contract.

g) **Responsibility of the User:** The User shall be responsible for ensuring that the data provided in the course of using the Airspace Reservation Service are true, accurate and complete. The User shall be responsible for the content of the declarations made to the Military Aviation Authority; the Company does not verify their truthfulness. The User shall notify the Company of any change in the personal data provided – in particular in the telephone contact details of the Responsible Person – without delay, but within 2 (two) business days at the latest. The Company shall not be liable for the consequences arising from failure to make such notification.

3A.3. **Informing Third-Party Data Subjects.** If, in the course of using the Airspace Reservation Service, the User provides the personal data of another natural person (in particular the Responsible Person, the remote pilot, the principal or the authorised representative), the User warrants that it is entitled to hand over the data and undertakes to inform the data subject of where this Privacy Notice is available and of the content of Section 3A.2 at the latest at the same time as the data are provided. The Company shall fulfil its obligation to provide information under Article 14 GDPR by publishing this Privacy Notice and, furthermore, by referring to this Privacy Notice on the occasion of the first direct contact with the Third-Party Data Subject. The Company shall provide the information to the Third-Party Data Subject within a reasonable period after obtaining the data, but at the latest within one month, or, if prior to that the Company discloses the data to the Military Aviation Authority or another recipient, or contacts the Third-Party Data Subject, at the latest on the occasion of

the first disclosure or the first contact, respectively – in a message sent to the contact details of the Third-Party Data Subject provided by the User.

3A.4. Processing in the course of the Map Service – personal data contained in NOTAMs

a) **Purpose of the processing:** displaying designated temporary designated airspaces and enabling the other users of the airspace to contact, for reasons of flight safety, the person responsible for the use of the temporary designated airspace [Section 5/A(5) of the Government Decree].

b) **Scope of the personal data processed:** the telephone number, contained in the NOTAM, of the person responsible for the use of the temporary designated airspace or for organising the air traffic, as well as the original textual description of the NOTAM. Apart from the telephone number, the NOTAM does not contain a name or any other identification data. However, a telephone number used by a natural person qualifies as personal data even without a name, since its user can be identified by using additional information (in particular the documents of the authority proceedings or public sources); in view of this, the Company treats the telephone numbers contained in NOTAMs as personal data.

c) **Source of the data:** the officially published, public NOTAMs, which the Company retrieves automatically, twice a day, through an external data provider (currently: Flyoverhead, whose service the Company uses via the RapidAPI platform by means of an application programming interface – API).

d) **Legal basis of the processing:** Article 6(1)(f) GDPR: the legitimate interest in the safety of the drone pilots using the Map Service and of aviation. The purpose of the processing is compatible with the original purpose of publication in the NOTAM, as laid down by law. At the request of the data subject – on the basis of a request submitted via the contact details specified in Section 10 – the Company shall make available to the data subject the legitimate interest balancing test carried out and documented in writing, and its result.

e) **Duration of the processing:** the Company shall erase the telephone number and the textual description of the NOTAM on the occasion of the first automatic data update following the expiry of the period of validity of the temporary designated airspace (the data update takes place twice a day). Following erasure, the other data of the temporary designated airspace (geographical location, altitude limits, NOTAM identifier) are not in themselves suitable for identifying a natural person; the Company shall not link these with other data and shall retain them for no longer than 365 days, after which it shall erase them automatically..

f) **Recipients of the data:** the subscribing Users of the Map Service (by way of display in the pop-up window), as well as the processors specified in Section 3A.6.

g) **Objection:** the data subject may at any time object to the display of his or her data in the Map Service via the contact details specified in Section 10, in particular at the e-mail address esetilegter@cloudia.info. In this case, the Company shall remove the data from the Map without delay, but at the latest within 2 (two) business days, unless the processing is justified by compelling legitimate grounds which override the interests of the data subject. The removal shall not affect the content of the official NOTAM. The Company shall assess the objection on an individual basis and, in doing so, shall consider whether enabling contact for flight safety purposes is a compelling legitimate

ground which overrides the interests of the data subject. The Company shall inform the data subject of its decision without undue delay, but at the latest within one month of receipt of the objection [Article 12(3) GDPR]. In the event of a well-founded objection, the Company shall refrain from displaying the telephone number both for the NOTAM concerned and for subsequent NOTAMs containing the same telephone number. To this end, the Company shall store the telephone number in encrypted form, and the text "Contact: see the official NOTAM" shall be displayed instead of the telephone number. The fact that the telephone number is also available from another source (such as the official NOTAM) shall not preclude the assessment of the objection on its merits.

3A.5. Technical data related to visiting the interface of the Map Service

The Map Service may be used exclusively with an Access Code; the subpage of the website www.cloudia.info presenting the Map Service and the Order Form are also accessible without a code. When the interface is displayed, the visitor's browser connects to the servers of the Company's hosting provider and, in order to display the base map tiles, to the servers of the OpenStreetMap Foundation [St John's Innovation Centre, Cowley Road, Cambridge, CB4 0WS, United Kingdom], which in the course thereof, as a matter of technical necessity, obtain knowledge of the visitor's IP address, the type of the visitor's browser and the time of the request.

a) **Purpose:** the technical display of the interface, ensuring the security of the service and the prevention of abuse.

b) **Legal basis:** Article 6(1)(f) GDPR (the Company's legitimate interest in the secure and functional provision of the service).

c) **Duration:** in the server logs of the hosting provider, for 1 (one) day.

d) **Recipients:** the hosting provider (Section 3A.6) and the OpenStreetMap Foundation, which, in serving the tiles, acts as an independent controller according to its own privacy notice. In respect of the United Kingdom, an adequacy decision of the European Commission [(EU) 2021/1772] is in force [Article 45 GDPR].

e) **Traffic measurement:** on the interface of the Map Service, the Company uses the Vercel Web Analytics service provided by Vercel Inc., which does not use cookies or any identifier stored on the visitor's terminal equipment, for the aggregated measurement of traffic to the interface. The service records the time of the event, the address of the page viewed, the referring page, the approximate geographical location (country, region, city), and the type of the device, the operating system and the browser. It distinguishes visitors by means of a hash generated from the incoming request. Vercel does not store the visitor session permanently; it is automatically deleted after 24 hours. Vercel Inc. technically obtains knowledge of the visitor's IP address in the course of serving the request. The Company uses the result of the measurement exclusively in aggregated form and does not link it with the Access Code, the log data or any other data. The purpose is the aggregated measurement of the use of the interface and its development. Legal basis: Article 6(1)(f) GDPR (the Company's legitimate interest in developing the interface). Retention period of the aggregated statistics: 12 months. Recipient: Vercel Inc. (Section 3A.6).

3A.6. Processors and data transfers to third countries

The Company uses the following processors to provide the Map Service and the Airspace Reservation Service:

- Supabase Pte. Ltd. (65 Chulia Street #38-02/03, OCBC Centre, Singapore 049513; privacy@supabase.com) – database service; the data are stored in a data centre located in the European Union (Frankfurt);
- Vercel Inc. (440 N Barranca Avenue #4133, Covina, CA 91723, United States of America; privacy@vercel.com) – hosting service in respect of the Map Service (legter.cloudia.info), as well as the traffic measurement pursuant to Section 3A.5(e);
- GitHub, Inc. registered office: 88 Colin P. Kelly Jr. Street, San Francisco, CA 94107, United States of America – running the automated data retrieval;
- Cloudflare, Inc. registered office: 101 Townsend Street, San Francisco, CA 94107, United States of America – storage of the encrypted backups made weekly of the database of the Map Service, in a data centre located in the territory of the European Union; retention period of the backups: 30 days;
- Plus Five Five, Inc. registered office: 2261 Market Street #5039 San Francisco, CA 94114, United States of America – delivery of system notification e-mails on errors in loading NOTAM data, sent exclusively to the Company; the notifications are not sent to Users;
- DotRoll Kft. (1148 Budapest, Fogarasi út 3–5.; support@dotroll.com) – hosting provider of the website www.cloudia.info (including the Order Form and the forms pursuant to Section 3B.8); the form data are stored by the Fluent Forms plugin running on the website in the database of the website;
- KBOSS.hu Kft. (1031 Budapest, Záhony utca 7.) – operation of the számlázz.hu invoicing software, including the issue of payment requests and invoices, as well as the identification of incoming payments on the basis of bank account statements (Section 3A.8);
- [accountant: MATAR GOLD Tanácsadó és Könyvelő Zrt. (1113 Budapest, Bocskai út 77–79. matar@matar.hu).

Any data transfer to processors having their registered office in the United States of America shall take place on the basis of the Commission adequacy decision on the EU–US Data Privacy Framework [(EU) 2023/1795] [Article 45 GDPR] – provided that the processor is certified under the framework –, or, failing this, by applying the standard data protection clauses adopted by the European Commission [Article 46(2)(c) GDPR], with supplementary measures where necessary. The processors may access the personal data stored in the database to the extent necessary for providing the service, and may process them exclusively in accordance with the Company's instructions. Supabase Pte. Ltd. has its registered office in Singapore; the European Commission has not adopted an adequacy decision in respect of Singapore, and therefore any data transfer by Supabase Pte. Ltd. – carried out by way of remote access alongside data storage in Frankfurt – shall take place on the basis of the standard data protection clauses applied in the data processing agreement [Article 46(2)(c) GDPR].

3A.7. **Automated processing, artificial intelligence.** Within the framework of the Airspace Reservation Service, the Company's system may automatically check the overlap of the airspace applied for with other airspaces and the formal completeness of the application. This does not qualify as automated decision-making under Article 22 GDPR producing legal effects concerning the data subject, since the designation of temporary designated airspace

is decided exclusively by the Military Aviation Authority and the result of the automated check is checked by an employee of the Company before the application is submitted. The warnings displayed by the Map Service and the results of the overlap check are for information purposes and do not produce legal effects in respect of the User. In providing the Map Service and the Airspace Reservation Service, the Company does not use any AI system within the meaning of Regulation (EU) 2024/1689 on artificial intelligence which interacts directly with the User or makes decisions about the User. The processing of NOTAM data and the overlap check take place according to predefined rules, without the use of an AI system [Section 14.15.1 of the GTC].

3A.8. Issuing of invoices

a) **Purpose:** issuing invoices related to services subject to a fee (in particular the monthly fee of the Map Service and the Airspace Reservation Service) and fulfilling accounting obligations.

b) **Data processed:** name (in the case of a private individual or sole trader), billing address, tax number (in the case of a sole trader), the serial number of the invoice and the other mandatory data content of the invoice. In respect of the payment request: the User's name, address and tax number and the amount payable; in respect of the bank transfer: the payer's name and bank account number, the payment reference, the amount and the time of payment, which the Company processes for the purpose of identifying payments via the bank account connection ("autokassza") function of the invoicing software.

c) **Legal basis:** compliance with a legal obligation [Article 6(1)(c) GDPR; Sections 159 and 169 of Act CXXVII of 2007 on value added tax]. In respect of issuing the payment request and identifying payments, the legal basis is Article 6(1)(b) GDPR (performance of a contract).

d) **Duration:** 8 (eight) years, but at least until the right to assess the related tax becomes time-barred [Section 169(2) of Act C of 2000 on accounting; Section 78(3) and Section 202(1) of Act CL of 2017 on the rules of taxation].

e) **Processors:** KBOSS.hu Kft. (1031 Budapest, Záhony utca 7.; számlázz.hu); [accountant: MATAR GOLD Tanácsadó és Könyvelő Zrt. (· 1113 Budapest, Bocskai út 77–79. matar@matar.hu)].

f) **Sending of the Access Code:** The Company shall send the Access Code not on the invoice but separately from it, in a separate message sent to the e-mail address provided by the User. The Company shall communicate the essential data of the contract in the e-mail containing the Access Code, and shall retain this e-mail for the period pursuant to Section 3A.11(d).

3A.10. Cookies and local storage

Cookies are small data files placed by the interface in the visitor's browser. On the interface of the Map Service, the Company uses

- **strictly necessary cookies and local storage** (e.g. maintaining the logged-in state with the Access Code, language setting, security functions, including the device identifier serving to detect misuse of the Access Code), for which consent is not required pursuant to Section 155(4) of Act C of 2003 on electronic communications; the legal basis of the processing related to these is Article 6(1)(b) or (f) GDPR, as applicable;

Cookies may be disabled or deleted at any time in the browser settings; if strictly necessary cookies are disabled, the interface may not function properly. The cookies and local storage solutions used on the interface of the Map Service:

- **cloudia_device** – a randomly generated device identifier. Purpose: the security of login and the detection of misuse of the Access Code – in particular unauthorised sharing of the code –, including the logging of exports; the identifier is recorded in the login, acceptance and export logs, assigned to the Access Code (Section 3A.13). Lifetime: 90 days. Strictly necessary (security) cookie; legal basis: Article 6(1)(f) GDPR (Section 3A.13). The identifier is a randomly generated value, not a "fingerprint" generated from the characteristics of the device; the Company does not link it with data used for other purposes.
- **cloudia_access** – maintaining the logged-in state with the Access Code. Lifetime: 30 days. Strictly necessary cookie; legal basis: Article 6(1)(b) GDPR (performance of the contract).
- **cloudia_terms** – records that the current version of the Highlighted Condition has been accepted on the given device, so that the window displayed at login does not appear again. Lifetime: 30 days. Strictly necessary cookie; legal basis: Article 6(1)(b) GDPR (performance of the contract). The logging of the acceptance – together with the version number of the Highlighted Condition – shall be governed by Section 3A.13.
- **cc_cookie** – stores the response given to the cookie information banner, so that the banner does not appear again. Lifetime: 182 days. Strictly necessary cookie; it does not contain personal data.
- **airspace-map-language** – stores the selected language of the interface (Hungarian/English) in the browser's local storage (not a cookie). Duration: 1 (one) year, or until earlier deletion in the browser. Strictly necessary for storing the setting selected by the user; it does not contain personal data.

Since the interface of the Map Service uses exclusively strictly necessary cookies and local storage, the Company does not request consent on this interface; information on the use of cookies is provided by the information banner displayed when the interface is first opened and by this Section.

The measurement and advertising codes pursuant to Section 3B (Google Analytics, Google Ads, Meta Pixel) are not used on the interface of the Map Service (https://legter.cloudia.info/). The cookieless traffic measurement used on the interface shall be governed by Section 3A.5(e).

3A.11. Subscription to the Map Service, allocation and management of the Access Code

a) **Purpose of the processing:** receiving and processing the subscription request submitted on the Order Form; concluding the contract, including proof of acceptance of the general terms and conditions; allocating and keeping records of the Access Code, providing access, and inactivating the Access Code in the event of non-payment of the fee or termination of the contract; keeping records of the monthly fee and of the discounts available (in particular the discount available once a month on the fee for the safety assessment and the discount granted on the first monthly fee]); maintaining contact with the User.

b) **Scope of the personal data processed:**

- the data provided on the Order Form: the name, registered office or billing address, tax number and – in the case of a Business User – company registration number of the User (Consumer, sole trader or organisation), and 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);
- the fact and time of the declaration on the acceptance of the general terms and conditions and on the separate, express acceptance of the Highlighted Conditions, and the indication of the version of the document accepted; the User's declaration as to whether it concludes the contract as a Consumer or as a Business User; in the case of a Consumer, the fact and time of the request that the service be commenced before the expiry of the withdrawal period; and – if the User has separately consented thereto – the fact and time of the consent given to the sending of newsletters;
- the Access Code, the time of its assignment to the User and of its dispatch, the status of the code (active/inactive), and the time of and reason for inactivation;
- the payment status of the monthly fee and the data relating to the use of discounts;
- the data of the login log and the acceptance log pursuant to Section 3A.13.

c) **Legal basis of the processing:** in respect of the personal data of the User – in particular a sole trader –, Article 6(1)(b) GDPR (conclusion and performance of the contract); in respect of the data of the representative or contact person of a User that is a legal person or other organisation, Article 6(1)(f) GDPR (the legitimate interest of the Company and the User in maintaining the contact necessary for the performance of the contract); in respect of proof of acceptance of the contractual terms, Article 6(1)(f) GDPR (the Company's legitimate interest in proving the conclusion and content of the contract). Acceptance of the GTC does not qualify as consent to processing [Section 14.14.1 of the GTC]. In respect of the data of the designated user, the legal basis is Article 6(1)(f) GDPR (the legitimate interest of the Company and the Business User in the use of the Access Code being tied to a specific person). The legal basis for recording the Consumer's request that the service be commenced within the withdrawal period is Article 6(1)(c) GDPR [Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and undertakings], and that for the sending of newsletters is the User's consent [Article 6(1)(a) GDPR; Section 3.3(c)].

d) **Duration of the processing:** until the end of the 5 (five)-year limitation period following the termination of the contract [Section 6:22(1) of the Civil Code]; in respect of the data contained in accounting documents, for the period specified in Section 3A.8. If the prospective customer does not pay the payment request and thus no contract is concluded, the Company shall erase his or her data within 30 (thirty)] days of the expiry of the payment deadline of the payment request, including the payment request stored in the invoicing software. The Company shall not allocate the inactivated Access Code to another User. The Company shall retain the log data relating to the acceptance of the general terms and conditions – including the separately accepted Highlighted Condition – until the end of the 5 (five)-year limitation period following the termination of the contract or, if a legal dispute related to the contract is pending upon the expiry thereof, until its final and binding conclusion (in such a case the Company shall suspend erasure until the legal dispute is closed); if no contract is concluded, the Company shall erase the declarations of acceptance made on the Order Form together with the other data of the prospective customer, within the above 30-day time limit; this is necessary in order to prove the conclusion and content of the contract.

e) **Recipients of the data:** the processors specified in Section 3A.6 (in particular the e-mail service provider and the operator of the invoicing software), as well as the Company's accountant.

f) **Security of the Access Code:** The Access Code is an identifier tied to the person of the User. The User shall treat the Access Code as confidential; the User may not hand it over to any third party, and shall notify the Company without delay if the code has come to the knowledge of an unauthorised person. In such a case, the Company shall inactivate the code and issue a new code to the User. At the Company, the records of the allocated codes are accessible exclusively to employees authorised to do so.

g) **Decision on the termination of access:** The decision on the inactivation of the Access Code due to non-payment of the fee shall be made by an employee of the Company after checking the payments received; the Company does not use solely automated decision-making [Article 22 GDPR] in this regard.

Processing for measurement and marketing purposes affecting the data provided on the Order Form (in particular the transfer of hashed data to Google and Meta, and the source data) shall – exclusively where the visitor has given consent for marketing purposes – be governed by Section 3B. The contract is concluded by acceptance given on the Order Form and expressed by means of a checkbox. The Company records the fact and time of acceptance and the version of the documents accepted in accordance with Section 3A.11(b).

3A.12. Contact details of the operators of airports and heliports

a) **Purpose of the processing:** to display the data of airports and heliports in the Map Service, and to enable the User to contact the operator of the airport or heliport (in particular for the purpose of obtaining the opinion or consent under Section 5(4), (4a) and (5) of the Government Decree).

b) **Scope of the personal data processed:** the name, telephone number and e-mail address of the operator of the airport or heliport – where the operator is a natural person (including a sole trader), or where the contact details can be linked to a natural person (e.g. an e-mail address containing a name, a personal mobile telephone number). A general e-mail address of a legal person or organisation that does not contain a name does not qualify as personal data; the Company processes telephone numbers as personal data in accordance with Section 3A.4(b). The operators listed in the register also include natural persons, whose name, mobile telephone number and e-mail address are processed by the Company. These data are displayed exclusively to Users logged in to the Map Service with an Access Code. The Company does not process or display the home address of the operators.

c) **Source of the data:** the version in force from time to time of the publicly available document entitled "Register of Airports" issued by the aviation authority (issuing authority: Ministry of Transport and Investment / Air Navigation and Airport Authority Department; available online at: kozlekedesihatosag.kormany.hu).

d) **Legal basis of the processing:** Article 6(1)(f) GDPR: the legitimate interest of the Users, and of aviation safety, in contacting the operators of airports and heliports. The purpose of the processing is compatible with the purpose of the publication of the register. The Company shall make the legitimate interest assessment carried out and documented in writing, and its result, available to the data subject at the data subject's request – on the basis of a request submitted using the contact details specified in Section 10.

e) **Duration of the processing:** the Company processes the data in accordance with the content of the register in force from time to time. The Company shall erase or rectify data that have been deleted from or changed in the register after becoming aware of the change, but at the latest during the review of the data of the Map Service carried out on a quarterly basis.

f) **Recipients of the data:** the subscribing Users of the Map Service and the processors specified in Section 3A.6. Users may use the data exclusively for the purpose of contact and consultation for flight safety purposes – in particular for obtaining the consents required by law [Sections 14.12.1(e) and 14.14.5 of the GTC].

g) **Objection:** Section 3A.4(g) shall apply mutatis mutandis to an objection by the data subject.

h) **Information to data subjects:** the Company shall inform operators who are natural persons [before their data are first displayed in the Map Service, but no later than within one month of obtaining the data], in a short notification sent to their e-mail address listed in the register, of the processing, of where this Privacy Notice is available and of the possibility to object [Article 14(3) GDPR].

3A.13. Login, acceptance and export log, misuse screening

a) **Purpose of the processing:** the security of logins made with the Access Code; the detection and prevention of misuse of the Access Code – in particular of the sharing of the code with a person other than the User in breach of the general terms and conditions; proof of acceptance of the general terms and conditions, including the Highlighted Condition; verification of compliance with the restrictions on the use of the Platform set out in Section 14.12.1 of the GTC (in particular the prohibition of automated data extraction, of services provided to third parties and of the sharing of the Access Code) [Section 14.12.3 of the GTC].

b) **Scope of the personal data processed:** in the login log: the identifier of the Access Code (the Company does not store the code itself), the device identifier according to the cloudia_device cookie, the time and country of the login (the system determines the country on the basis of the IP address; it does not store the IP address or the browser identifier); in the acceptance log: the Access Code, the device identifier, the time of acceptance, the designation and version of the condition accepted, the language of the interface; in the export log: the time at which the export (copying to the clipboard, PDF creation or e-mail sending) was initiated and its type, the identifier of the Access Code and the device identifier; the export log does not contain coordinates, airspace or flight data, IP addresses, names or e-mail addresses. The Company does not log the queries made in the Map Service (the use of the map, the drawing and checking of the airspace). The acceptance log also contains the repeated acceptance of the Highlighted Conditions given in the window displayed upon login to the Platform Site, together with the version number of the Highlighted Condition. Since the Company keeps a record of which Access Code belongs to which User, the log data qualify as pseudonymised personal data. The Company establishes from the log data the number of devices belonging to each Access Code; it uses this exclusively for the purpose of misuse screening, and not for any other purpose (in particular not for marketing or profiling purposes).

c) **Legal basis of the processing:** Article 6(1)(f) GDPR: the legitimate interest of the Company in the security of the service, in verifying the proper use of the Access Code, and in proving the conclusion and content of the contract. The storage of the device

identifier on the terminal equipment is strictly necessary for the provision of the service, and therefore does not require consent [Section 155(4) of Act C of 2003 on electronic communications].

d) **Duration of the processing:** the Company processes the data of the login log and the export log for 90 days from their recording; in the event of suspected misuse, it retains the data concerned until the suspicion is clarified or until the final and binding conclusion of the legal dispute arising therefrom. The data of the acceptance log shall be subject to the retention period specified in Section 3A.11(d).

e) **Decision in the event of suspected misuse:** in the event of suspected misuse arising on the basis of the log data, the decision on the suspension or inactivation of the Access Code, on the termination of the contract, or on the invoicing to the Business User of the fee for unauthorised use [Sections 14.9.8 and 14.12.3 of the GTC] shall be made by an employee of the Company – after giving the User prior notice and considering the User's comments; the Company does not use solely automated decision-making [Article 22 GDPR] in this regard.

f) **Objection:** the data subject may object to processing based on legitimate interest in accordance with Section 9; the Company shall assess the objection taking into account the compelling legitimate grounds serving the security of the service and compliance with the contract.

3A.14. Processing related to the exercise of consumer rights

a) **Withdrawal, termination:** a User qualifying as a Consumer may exercise the right of withdrawal or termination by e-mail, by post or by means of the withdrawal function available on the website www.cloudia.info [Section 8 of the GTC]. Data processed: the name of the Consumer, the data identifying the contract (the number of the Payment Request or of the invoice, or the identifier of the Booking Request), the e-mail address provided for receiving the confirmation of the withdrawal, the content of the statement, the day and time of its sending, and the acknowledgement of receipt. In order to prevent misuse, the Company compares the statement with the contractual data and may also send the acknowledgement of receipt to the e-mail address provided at the time of registration. Purpose: to ensure the exercise of the right of withdrawal or termination, to make the refund due and to prove the exercise of the right. Legal basis: compliance with a legal obligation [Article 6(1)(c) GDPR; Government Decree 45/2014 (II. 26.)]. Duration: until the end of the limitation period of 5 (five) years following the termination of the contract [Section 6:22(1) of the Civil Code]; in respect of the accounting documents related to the refund, in accordance with Section 3A.8.

b) **Consumer complaint:** the Company records and handles the Consumer's complaint. Data processed: the name and home address of the Consumer, the place, time and manner of submission of the complaint, the description of the complaint, the personal data contained in the documents presented by the Consumer, the response given to the complaint, and the identification number of the complaint. Legal basis: compliance with a legal obligation [Article 6(1)(c) GDPR; Section 17/A of Act CLV of 1997 on consumer protection (Consumer Protection Act)]. Duration: in respect of the record taken of the complaint and the copy of the response, for the period prescribed in Section 17/A(7) of the Consumer Protection Act.

c) **Claim under the statutory warranty for defects:** investigation of the defect reported by the Consumer in connection with the service used and satisfaction of the claims provided for by law. Data processed: the name, home address and e-mail address of

the Consumer, the name of the service, the data identifying the contract, the description of the alleged defect and the data communicated in connection with the defect. Legal basis: compliance with a legal obligation [Article 6(1)(c) GDPR; Section 6:159 et seq. of the Civil Code]. Duration: until the claim under the statutory warranty for defects becomes time-barred, in the case of a consumer contract typically for 2 (two) years from performance [Section 6:163(2) of the Civil Code].

d) **Recipients:** in proceedings initiated by the Consumer, the conciliation board or consumer protection authority conducting the proceedings; in the course of making the refund, the bank keeping the Company's account and the operator of the invoicing software referred to in Section 3A.8.

3B. Processing for measurement, advertising and remarketing purposes on the website www.cloudia.info, and the forms available on the website

3B.1. **Scope, service providers used and their role.** This Section 3B applies to the cookies and similar technologies (local storage, tracking codes, server-side event transmission) used on the website www.cloudia.info (including the subpage https://www.cloudia.info/legterterkep/) from 25 October 2026, and to the processing of data submitted via the forms available on the website. The Company uses the following services: Google Analytics 4 and Google Ads, provided by Google Ireland Limited (Gordon House, Barrow Street, Dublin 4, Ireland) and Google LLC (United States of America); and the Meta Pixel and Conversions API, provided by Meta Platforms Ireland Limited (Merrion Road, Dublin 4, Ireland) and Meta Platforms, Inc. (United States of America).

Depending on the service concerned, these service providers act partly as processors of the Company and partly – in particular with regard to personalised advertising, remarketing and the development of their own services – as independent controllers; their independent processing is governed by their own privacy notices [Google: https://policies.google.com/privacy; Meta: https://www.facebook.com/privacy/policy]. With regard to the collection and transfer of data by means of the Meta Pixel and the Conversions API, the Company and Meta Platforms Ireland Limited qualify as joint controllers [Article 26 GDPR]. The essence of the joint controller arrangement is as follows: the Company is responsible for providing information on the data collection and for obtaining consent, while Meta Platforms Ireland Limited is responsible for its processing of the transferred data and for fulfilling the related data subject requests.

3B.2. Consent management

a) **Consent by category:** in the cookie banner (Complianz) displayed when the website is first opened, the visitor may decide on their consent by category (statistics, marketing). With the exception of strictly necessary cookies, the Company stores information on the visitor's terminal equipment exclusively on the basis of the visitor's prior consent, and gains access to information stored there exclusively on the basis of such consent [Section 155(4) of Act C of 2003 on electronic communications; Article 6(1)(a) GDPR]. Giving consent is not a condition for using the website.

b) **Withdrawal of consent:** consent may be withdrawn or modified at any time, in a manner as simple as that in which the visitor gave it: via the "Cookie settings" link at

the bottom of the website, or by deleting the cookies in the browser. Withdrawal shall not affect the lawfulness of processing before the withdrawal [Article 7(3) GDPR].

c) **Google services in the absence of consent (Consent Mode):** the default setting of the Google services is “denied” in all categories. In the absence of consent, the tracking codes of the Google services are not loaded, and no data are transferred to Google.

d) **Meta:** the Meta Pixel is loaded exclusively after consent has been given to cookies for marketing purposes, and server-side event transmission via the Conversions API also takes place exclusively where such consent has been given; before that, no data are transferred to Meta.

3B.3. Google Analytics 4 (statistics)

a) **Purpose:** measuring visits to and use of the website, developing the website, evaluating the effectiveness of advertisements.

b) **Data processed:** page views, traffic source, device and browser data, approximate geographical location determined on the basis of the IP address (Google Analytics does not store the IP address), actions performed on the website (scrolling, clicking on an outbound link, telephone number, e-mail address or social media link, file download, video view, starting to fill in a form, form error, successful submission of a form – with the type of form, the services selected, the customer type and the language), and the pseudonymised (pseudonymous) identifier assigned to the browser. Upon successful submission of a form – exclusively where consent for marketing purposes has been given – the value of the e-mail address, telephone number, first name and surname provided in the form, generated using the SHA-256 algorithm (hashed), is also transferred. Please note that pseudonymised and hashed data are not anonymous data, but qualify as personal data.

c) **Legal basis:** the visitor’s consent [Article 6(1)(a) GDPR] – cookies for statistical purposes; in respect of hashed form data, cookies for marketing purposes.

d) **Cookies and duration:** _ga and _ga_S9PQEL4JPP cookies, lifetime: 2 years (some browsers – such as Chrome – allow a lifetime of no more than 400 days); the retention period of the event data in the Google Analytics account is 14 months.

e) **Other:** Google Analytics is linked to the Company’s Google Ads account (personalised advertising is enabled); the Google signals (Google Signals) feature is not switched on.

3B.4. Google Ads – conversion measurement, enhanced conversions, remarketing

a) **Purpose:** measuring whether a click on a Google advertisement was followed by a request for offer, an application for an airspace map subscription, contact or an e-book download (conversion); the targeting of advertisements, and exclusion therefrom, on the basis of the audiences referred to in Section 3B.6.

b) **Data processed:** ad click identifier (gclid), the type and time of the conversion, the unique, random transaction identifier assigned to the conversion; in the case of an enhanced conversion, the hashed value of the e-mail address, telephone number, first name and surname provided in the form, and the country code. Google compares the hashed data with the data of signed-in Google accounts in order to establish whether the conversion is linked to a click on an advertisement.

c) **Legal basis:** the visitor’s consent to cookies for marketing purposes [Article 6(1)(a) GDPR].

d) **Cookies and duration:** _gcl_au, _gcl_aw, _gcl_gs, lifetime: 90 days, and the _gcl_ls entry serving the same purpose in the browser's local storage (not a cookie), until deleted in the browser, as well as the advertising cookies placed on Google's own domains, which are governed by Google's privacy notice.

3B.5. Meta Pixel and Meta Conversions API

a) **Purpose:** measuring the effectiveness of advertisements displayed on Facebook and Instagram, and creating remarketing and lookalike audiences.

b) **Events measured:** page view, request for offer, airspace map application, e-book download, contact, newsletter subscription.

c) **Data processed:** the browser identifier (_fbp cookie), the Facebook click identifier (_fbc cookie, if the visitor arrived from an advertisement), the name and time of the event, the URL of the page viewed; upon submission of a form, the hashed value of the e-mail address, telephone number, first name and surname, and the country (advanced matching). In addition to the above, the Company's server transfers the following via the Conversions API: external identifier (the hashed value of the e-mail address), the visitor's IP address and browser identifier (user agent) without hashing, the type of form, the services selected, the customer type and the language. Meta treats an identical event sent from the browser and from the server as a single event.

d) **Legal basis:** the visitor's consent to cookies for marketing purposes [Article 6(1)(a) GDPR].

e) **Cookies and duration:** _fbp and _fbc, lifetime: 90 days; the retention of data processed by Meta is governed by Meta's privacy notice. A technical log of the last 30 event transmissions is created on the Company's server (time, form identifier, event name, event identifier, response code, brief technical data of Meta's response: number of events processed, technical identifier), which does not contain personal data.

3B.6. Remarketing audiences and profiling

On the basis of their behaviour on the website, the Company assigns visitors who have given consent for marketing purposes to the following audiences, which it uses in Google Ads and in Meta's advertising system for targeting advertisements or for exclusion from advertisements:

- Offer requesters – visitors submitting the request for offer form (primarily for the purpose of exclusion from advertisements); membership: 365 days (Google) and 180 days (Meta);
- E-book downloaders who have not requested an offer; membership: 90 days;
- Service page visitors – visitors viewing a service or training page; membership: 30 days;
- Persons interested in the airspace map – visitors viewing the airspace map page or submitting an application; membership: 90 days.
- All website visitors (exclusively in Meta's advertising system); membership: 180 days.

In Meta's advertising system, the audiences of website visitors and of persons submitting a form are in operation; a lookalike audience created on the basis of these shall be established when the size of the audience makes this possible. Assignment to an audience qualifies as profiling within the meaning of Article 4(4) GDPR. The profiling does not result in a decision producing legal effects concerning the data subject or similarly significantly affecting them

[Article 22 GDPR]: its sole consequence is that the visitor encounters the Company's advertisements more often, less often or not at all. Legal basis: the visitor's consent to cookies for marketing purposes [Article 6(1)(a) GDPR]. After the withdrawal of consent, no further data on the visitor are added to the audiences; existing audience membership shall cease at the latest upon expiry of the above period. The data subject may object at any time, without giving reasons, to processing for direct marketing purposes – including profiling related thereto [Article 21(2)–(3) GDPR].

3B.7. Marketing source data (attribution)

a) **Data processed:** where consent for marketing purposes has been given, the website records the source of the first and the most recent visit in the local storage of the visitor's browser (localStorage, "ci_forras" key): source, medium, campaign, advertisement, keyword, Google click identifier (gclid), Facebook click identifier (fbclid), landing page, referring page, time of the first touch. Upon submission of a form, these data are stored in hidden fields together with the form in the website's database, so that the enquiry can be linked to the person submitting it and to the marketing channel that generated it. Forms concerned: request for offer, contact, e-book download, airspace map application, newsletter subscription.

b) **Purpose:** evaluating the effectiveness of marketing campaigns and channels.

c) **Legal basis:** the visitor's consent to cookies for marketing purposes [Article 6(1)(a) GDPR].

d) **Duration:** in the local storage, for 90 days from the last recording or until the withdrawal of consent – upon withdrawal, the website deletes the "ci_forras" entry; the Company processes the source data assigned to the form for 12 months from submission, after which it erases them (the retention of the remaining part of the form data is governed by Section 3B.8).

3B.8. Forms placed on the website

a) **Data processed:** the name, e-mail address, telephone number, company name, selected services, customer type and message provided in the request for offer, contact, e-book download, airspace map request (Order Form), newsletter subscription and press enquiry forms (data provided by means of the withdrawal function shall be governed by Section 3A.14), and – where consent has been given for marketing purposes – the source data pursuant to Section 3B.7. The data are stored in the database of the website (Fluent Forms); the Company receives an e-mail notification of the submission.

b) **Legal basis:** in the case of a request for offer and an airspace map request, steps taken at the request of the data subject prior to entering into a contract [Article 6(1)(b) GDPR], and, in respect of the data of the representative or contact person of a legal person or other organisation, the legitimate interest of the Company and of the organisation represented by that person in maintaining contact [Article 6(1)(f) GDPR] – the airspace map request shall otherwise be governed by Section 3A.11; in the case of a contact enquiry and a press enquiry, the legitimate interest of the Company in responding to the enquiry [Article 6(1)(f) GDPR]; in the case of an e-book download, the sending of the e-book at the request of the data subject [Article 6(1)(b) GDPR]; in the case of a newsletter subscription, the consent of the data subject [Article 6(1)(a) GDPR; Section 3.3(c)].

c) **Duration:** where a contract is concluded, for the period specified in Section 3A.11(d); in the absence of a contract, the data of the request for offer for 1 year from the sending of the offer, the contact enquiry and press enquiry data for 1 year from the closing of the enquiry, the e-book download data for 1 year from the sending, and the newsletter subscription data until the withdrawal of consent.

d) **Recipients:** the hosting provider of the website (Section 3A.6) and the e-mail service provider receiving the notification e-mails; where consent has been given for marketing purposes, Google and Meta in respect of the hashed data pursuant to Sections 3B.3–3B.5.

3B.9. **Transfer to a third country.** Google LLC and Meta Platforms, Inc. have their registered offices in the United States of America; therefore, the data pursuant to Sections 3B.2–3B.6 may also be transferred to the United States. The transfer takes place on the basis of Commission adequacy decision (EU) 2023/1795 concerning the EU–US Data Privacy Framework, as Google LLC and Meta Platforms, Inc. are certified under the Framework; failing this, the transfer takes place on the basis of the standard data protection clauses adopted by the European Commission [Article 46(2)(c) GDPR].

3B.10. **List of cookies.** The up-to-date list of the cookies and similar technologies used on the website (name, provider, purpose, data processed, lifetime) is contained in the Cookie Policy generated by the cookie manager (Complianz) and available on the website (https://www.cloudia.info/suti-tajekoztato/; in English: https://www.cloudia.info/en/cookie-policy/). The Company shall ensure that the list of cookies and the content of this Section 3B are consistent with each other.

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4. Legal basis and method of processing

4.1. The legal basis for the processing activities set out in Sections 3.3(a)–(b) of this Privacy Notice is Article 6(1)(b) GDPR, under which the processing is necessary for the performance of a contract to which the data subject (User) is a party or in order to take steps at the request of the data subject prior to entering into that contract.

4.2. The legal basis for the processing activities set out in Sections 3.3(c)–(d) of this Privacy Notice is Article 6(1)(a) GDPR, under which personal data are processed on the basis of a voluntary declaration of the Company's Users based on adequate information, which declaration contains the express consent of the Users to the use of their personal data provided by them in the course of using the site and of the personal data generated about them.

4.3. The legal basis for the processing activity set out in Section 3.3(e) of this Privacy Notice is Article 6(1)(f) GDPR, under which the processing takes place on the basis of the legitimate interest of the Company, provided that the Company shall thoroughly examine the interests and the fundamental rights and freedoms of the User, and whether these override the legitimate interest of the Company (balancing test).

4.4. Personal data the processing of which is necessary for the purpose of compliance with a legal obligation applicable to the controller, or for the purpose of pursuing the legitimate interest of the controller or a third person (where the pursuit of that interest is proportionate to the restriction of the right to the protection of personal data), may be processed without further separate consent; following the withdrawal of consent, personal data may be processed further only if their processing is required by law or is necessary for the establishment, exercise or defence of legal claims.

4.5. The controller does not verify the personal data provided to it. Sole responsibility for the adequacy of the data provided lies with the person providing them.

4.6. By providing their e-mail address, every User also assumes responsibility for ensuring that only they use services from the e-mail address provided. In view of this assumption of responsibility, any and all liability in connection with logins made using a given e-mail address shall be borne solely by the User who registered the e-mail address.

4.7. The legal basis for the processing activities set out in Section 3.3(f)–(g) of this Privacy Notice is determined by the provisions indicated for each processing purpose in Section 3A.

4.8. The legal basis for the processing activities set out in Section 3.3(h) of this Privacy Notice is determined by the provisions indicated for each processing purpose in Section 3B.

5. Data protection principles applied by the Company

5.1. The Company respects the rights, as defined by law, of the visitors to and Users of the online interfaces operated by it.

5.2. The Company uses the personal data that are indispensable for the use of the Company's services on the basis of the consent of the data subjects – with the exception of the processing governed by Section 3A, the legal basis of which is determined by the provisions indicated therein – and solely in accordance with the principle of purpose limitation. The Company uses the personal data of the Users specified in Section 3.3 solely in the manner and for the purposes specified in this Privacy Notice.

5.3. The Company, as controller, undertakes to process the data coming into its possession in accordance with the provisions of the GDPR and the Privacy Act, as well as with other relevant legislation and the provisions of this Privacy Notice, and not to disclose them to any third party other than the controllers specified in this Privacy Notice, not including the recipients (in particular the Military Aviation Authority) and processors indicated in Section 3A and the service providers indicated in Section 3B (Google, Meta). An exception to the provision of this Section is the use of data in statistically aggregated form, which may not contain in any form the name of the User concerned or any other data suitable for identifying them, and which thereby does not qualify as processing or as data transfer.

5.4. In certain cases – in particular on account of an official court or police request, legal proceedings, copyright, property or other infringement or the well-founded suspicion thereof, harm to the interests of the Company or the endangering of the provision of its services, or on the basis of decisions of courts and other authorities – unless otherwise provided by law, or in the case of the prior, express consent of the User, the Company shall make the available data of the User accessible to third persons.

5.5. The Company makes every effort to ensure that the handling and processing of the Users' data enjoy the protection specified in the legislation in force, for which purpose the Company operates a security system.

6. Duration of processing

6.1. The Company processes the personal data provided by the User until such time as is necessary in accordance with the purposes indicated in this Privacy Notice or until the limitation period prescribed by the relevant legislation expires.

6.2. The Company does not retain personal data for longer than is justified. Between the Company and the User, for 4 (four) years from the performance of the contract concluded between us (deletion of the account).

6.3. The Company processes the search data collected about the User for 4 (four) days.

6.4. Pursuant to Section 169 of Act C of 2000 on accounting, the Company shall retain the accounting documentation and the related vouchers for 8 (eight) years following the closing of the financial year.

6.5. In the event of the use of unlawful or misleading personal data, or in the event of a criminal offence committed by the User or an attack against the system, the Controller is entitled to erase the User's data without delay upon the termination of the User's registration; at the same time – in the event of suspicion of a criminal offence or suspicion of civil liability – it is also entitled to retain the data for the duration of the proceedings to be conducted.

6.6. If the User does not unsubscribe from the service or does not delete their registration, the Company shall process the User's personal data for 8 (eight) years and shall thereafter erase the personal data.

6.7. The duration of the processing governed by Sections 3A and 3B shall be governed by the time limits specified therein; these shall prevail over the provisions of Sections 6.2 and 6.6.

7. Data transfer

7.1. The Company is entitled and obliged to transfer to the competent authorities all personal data that are available to it and duly stored by it and that it is obliged to transfer by law or by a final and binding order of an authority. The Company may not be held liable for such data transfer or for the consequences arising therefrom.

7.2. Within the framework of the Airspace Reservation Service, the Company, on the basis of the User's mandate and as the User's representative, transfers the personal data specified in Section 3A.2(b) to the Military Aviation Authority and – where necessary for the assessment of the application – to the competent air navigation service provider and the operator of the airport concerned. The recipients process the transferred data as independent controllers.

8. Protection of personal data

8.1. The Company complies with its obligations under the relevant data protection legislation in that it

- keeps personal data up to date;
- stores and destroys them securely;
- does not collect or retain excessive amounts of data;
- protects personal data against loss, misuse, unauthorised access and disclosure, and ensures that appropriate technical measures are in place to protect personal data.

8.2. The Company takes the appropriate technical and organisational measures to protect the User's personal data against accidental or unlawful destruction or accidental loss and alteration, and against unauthorised disclosure or access – in particular, for example, where

the processing involves the transmission of data over a network – as well as against all unlawful forms of processing.

Accordingly, the Company applies, among other things, different levels of access rights to the data, which ensures that the data are accessed only by persons with the appropriate authorisation who need to know the data in order to be able to perform their duties arising from or related to their work.

9. Rights of the User

9.1. Under the legislation on data protection, the User is entitled to:

a) request access to their personal data,

b) request the rectification of their personal data,

c) request the erasure of their personal data,

d) request the restriction of the processing of personal data,

e) object to the processing of their personal data,

f) request data portability,

g) exercise their rights in relation to automated decision-making,

h) withdraw their consent and lodge a complaint with the competent supervisory authority,

i) bring the matter before a court.

a) Right of access

The User is entitled to obtain confirmation from the Company as to whether or not their personal data are being processed and, where such processing is in progress, to request access to their personal data. The User is entitled to request a copy of their personal data undergoing processing. For identification purposes, the Company may request further information from the User, or may charge a reasonable fee for further copies by way of administrative costs.

b) Right to rectification

The User is entitled to request the Company to rectify inaccurate personal data concerning the User. Depending on the purpose of the processing, the User is entitled to request the completion of incomplete personal data, including by means of a supplementary statement.

c) Right to erasure ("right to be forgotten")

The User is entitled to request the Company to erase their personal data, and the Company shall erase such personal data, unless the further processing of the data is required by law (in particular by the provision on the retention of accounting vouchers) or is necessary for the establishment, exercise or defence of legal claims. In this case, the Company is unable to provide further services to the User.

d) Right to restriction of processing

The User is entitled to request the restriction of the processing of their personal data. In this case, the Company shall mark the personal data concerned, which it may process only for certain purposes.

e) Right to object

The User is entitled to object to the Company, on grounds relating to their particular situation, at any time to the processing of their personal data – where the legal basis for the processing is the legitimate interest of the Company or a third party [Article 6(1)(f) GDPR] – and may request the Company not to process their personal data any further.

In addition, if the Company processes the User's personal data on the basis of legitimate interest, the User is entitled to object at any time to the processing of their relevant personal data for this purpose.

Furthermore, the User is entitled to request human intervention in individual cases relating to automated decision-making. Please be informed that the Company does not use any automated decision-making mechanism (see also Section 3A.7). The Company carries out profiling pursuant to Section 3B.6 in respect of visitors giving consent for marketing purposes; this does not result in a decision producing legal effects concerning the data subject or similarly significantly affecting them. The data subject may object at any time, without giving reasons, to processing carried out for direct marketing purposes – including profiling related thereto; in the event of such an objection, the personal data may no longer be processed for this purpose [Article 21(2)–(3) GDPR].

f) Right to data portability

The User is entitled to receive the personal data provided by them – where the processing is based on their consent or on the performance of a contract – in a structured, commonly used, machine-readable format (that is, in digital format), and is further entitled – where the transfer is technically feasible – to request the transfer of those data to another controller without hindrance from the Company.

g) Right to withdraw consent

Where the processing of the User's personal data is based on their consent, the User may withdraw their consent at any time, without giving reasons, by clicking on the link contained in the newsletters or by changing the settings of their website account or mobile device, and, in the case of consent given to cookies, via the "Cookie settings" interface located at the bottom of the website. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

If the User withdraws the consent given to the Company to the processing of their personal data, the Company may be unable to provide the requested services at all or may be able to provide them only in part.

h) Right to lodge a complaint with the supervisory authority

If the User considers that their personal data have been misused, they may also turn to the local data protection authority and lodge a complaint, primarily in the Member State of their habitual residence, place of work or the place of the alleged infringement.

In Hungary, the User may also turn to the National Authority for Data Protection and Freedom of Information. (registered office: 1055 Budapest, Falk Miksa utca 9-11.; telephone: +36-1 391-1400; e-mail: ugyfelszolgalat@naih.hu).

i) Right to bring the matter before a court

If the User considers that the Company has infringed their rights in the course of processing their personal data, they may bring the matter before a court [Article 79 GDPR; Section 23 of the Privacy Act]. The adjudication of the action falls within the competence of the regional court; the action may also be brought – at the User's choice – before the regional court of their domicile or place of residence.

In respect of requests pursuant to Section 9.1, the Company shall provide information on the measures taken without undue delay, but no later than one month from receipt of the request. Where necessary, taking into account the complexity of the request and the number of requests, this time limit may be extended by a further two months; the Company shall inform the User of the extension, indicating the reasons for the delay, within one month from receipt of the request [Article 12(3) GDPR]. Before fulfilling the request, the Company may request further information necessary to confirm identity. If the Company does not take measures following the request, it shall inform the User thereof without delay, but no later than one month from receipt of the request, indicating the factual and legal reasons for not taking measures, and that the User may lodge a complaint with the supervisory authority and may bring the matter before a court [Article 12(4) GDPR]. The rights set out in this Section 9 shall also be enjoyed by Third-Party Data Subjects.

10. Contact

10.1. If the User wishes to exercise their rights or lodge a complaint in matters relating to data protection, they may contact the Company's staff member designated for this purpose by a message sent to the e-mail address provided below. In addition, the User may also contact the Company by letter posted to the address provided below. An objection to the display in the Map Service of a telephone number originating from a NOTAM (Section 3A.4(g)), an objection to the display of the contact data of the operators of airports and heliports (Section 3A.12(g)), and a request for removal may likewise be submitted via the contact details below. The fact that an Access Code has become known to an unauthorised person shall likewise be reported via the contact details below. An objection to the display of a telephone number originating from a NOTAM may also be submitted to the e-mail address esetilegter@cloudia.info [Section 14.14.4 of the GTC].

E-mail: info@cloudia.info

Postal address: **9224 Rajka, Kölcsey Ferenc utca 11.**

11. Miscellaneous provisions

11.1. The Company reserves the right to amend this Privacy Notice at any time by its unilateral decision. You can obtain information on the amendments here: https://www.cloudia.info/, as well as on the subpage https://www.cloudia.info/legterterkep/ and in the interface of the Map Service (https://legter.cloudia.info/) under the "Info" button.

11.2. The Company regularly checks its online interfaces and the information published on them, and makes every effort to ensure that the information is up to date and true. Nevertheless, you may find information on the online interfaces that is no longer current. The Company does not assume financial liability for such information.

11.3. Visitors to the online interfaces and Users may also visit, from the Company's online interfaces, other websites not operated by the Company. The Company does not assume liability for the correctness of the data published there, for the content of the web pages, or for the security of the data provided by the visitors to the online interfaces and by the Users on the Company's online interfaces. Therefore, when using these web pages, please ascertain the data protection principles of the company concerned.

This Privacy Notice is effective from 23 November 2026

Cloud for Intelligent Airplace Zrt.

Dr. Balázs Szauer, Chief Executive Officer

CloudIA Zrt.