

Terms and conditions of use

These Terms and conditions of use concern the use of the Application, which is made available to the User by skeyes, an autonomous public company with its registered office at 1000 Brussels, Square de Meeûs 35, B.C.E. (Belgian Company Registration) No. 0206.048.09, hereinafter referred to as "skeyes".

These Terms and conditions of use apply to any Use of the Application and include the User's terms, rights and duties relating to such Use. The Application and any information provided by the Application is exclusively intended for use in Belgium.

The Application, the Use of which is governed by these Terms and conditions of use, has been designed and is managed by SkeyDrone, whose registered office is located at 1820 Steenokkerzeel, Tervuursesteenweg 303, hereinafter referred to as "SkeyDrone".

1. DEFINITIONS

In these Terms and conditions of use, the terms and concepts written with a capital letter have the meaning given in this article 1, except where the context of a specific provision undeniably shows that the meaning is not applicable in that context:

- 1.1 Application: the "Drone Service Application" platform, developed by SkeyDrone and provided to Users by skeyes, in any form – including know-how, upgrades, modified versions, updates, changes and additions – as well as the description of its operation and application that is provided by skeyes, as well as associated media, printed documentation (online or offline), electronic documentation and online services, regardless of whether they are in the application or on other data media;
- 1.2 Device: each computer or device (fixed or mobile device) with which the User can access the Application;
- 1.3 Identifying Data: user name assigned to the User (user ID), User name, User's e-mail address, User telephone number and the User's password.
- 1.4 Intellectual property rights:
 - 1.4.1 all intellectual property rights, including but not limited to copyright, related rights, rights applicable to computer programs, patents, trademarks, designs and models, databases, geographical indications and designations of origin, rights pertaining to topographies of semiconductors;
 - 1.4.2 all registrations or applications for registration and the right to request registration of any of these rights; and
 - 1.4.3 all other intellectual property rights and similar or equivalent forms of protection in any country in the world.
- 1.5 Ministerial Decree of 21 December 2020: the Ministerial Decree of 21 December 2020 setting out the fixed UAS geographical zones and the conditions of access to fixed geographical zones.
- 1.6 Regulation 2019/947: Commission Implementing Regulation (EU) 2019/947 of 24 May 2019 on the rules and procedures for the operation of unmanned aircraft.

- 1.7 Right of Use: the limited right to access the Application and to Use the Application, which is granted to the User in accordance with these Terms and conditions of use.
- 1.8 Royal Decree of 8 November 2020: the Royal Decree of 8 November 2020 implementing Commission Regulation 2019/947 of 24 May 2019 on the rules and procedures for the operation of unmanned aircraft.
- 1.9 Terms and conditions of use: all of the present conditions that govern the rights and duties of the User within the framework of the granted Right of Use.
- 1.10 Unmanned Aircraft System ('UAS'): an unmanned aircraft and the equipment to control it remotely as defined in article 2 (1) of Regulation (EU) 2019/947.
- 1.11 Use(s)/Using: means any access via browser to the Application for the intended purposes as exhaustively set out under these Terms and conditions of use.
- 1.12 User: any natural person, regardless of his or her capacity and location, who uses the Application and/or acquires a right of use under these Terms and conditions of use.

2. ACCEPTANCE BY USER

- 2.1 By clicking on the "Agree" button, the User agrees and irrevocably accepts all the provisions contained in these conditions. These Terms and conditions of use apply exclusively. The User is not entitled to use the Application without having accepted these Terms and conditions of use.

3. LIMITED RIGHT OF USE

- 3.1 Provided that the User accepts and adheres to these conditions of use, skeyes shall grant them, for the duration set out in these Terms and conditions of use, a restricted, non-exclusive and non-transferable Right of Use for Use in Belgium, which is limited to the Use. Any use for other purposes (including commercial purposes other than the use for flights of Unmanned Aircraft Systems carried out by the User) requires the prior written approval of skeyes.
- 3.2 The User may only Use the Application in accordance with the limited Right of Use. For the avoidance of doubt, there is no transfer of ownership or Intellectual property rights on the Application.
- 3.3 The Right of Use grants the User limited approval for the Use and visualisation of the Application on one Device at a time, unless otherwise agreed beforehand in writing by skeyes. User Identifying Data cannot be used simultaneously on multiple Devices.
- 3.4 The User commits himself to keeping the Identifying Data strictly confidential and not to share them with any other person under any circumstances. The User is responsible for any Use of the Application. The User shall immediately report in writing to skeyes any loss, theft, breach of confidentiality or misuse of the Identifying Data of which he/she is aware and/or any unauthorized Use of the Application of which he/she is aware.
- 3.5 It is not permitted for the User to use the Application, to:
 - 3.5.1 copy the Application, or the underlying source code and/or database(s), in whole or in part, directly or indirectly in any way and for any purpose (except for back-up purposes), to share it with third parties or to sell, lend or lease it, unless express prior authorisation has been granted by skeyes;

- 3.5.2 within the limits of the applicable law, subject the Application to reverse engineering or to investigate in any way whatsoever the technical, practical or other requirements that the Application fulfils, or to determine the exact functioning of the Application, or to decompile the Application or allow any other attempt to retrieve the source code or object code, or to figure out procedures, processes, algorithms, know-how or other information from the binary code of the Application;
- 3.5.3 adapt, translate or combine the Application, or the underlying database, or the source code of the Application in whole or in part, with any other computer software, except where this may be necessary in order to comply with mandatory statutory provisions, or when otherwise and expressly agreed in writing in advance with skeyes;
- 3.5.4 integrate the Application or the underlying database into other computer software, except for the uploading of a flight authorization request through the provided B2B API; to develop (or to have developed) or to write (or to have written) derivative software or other software based on the Application or to outsource the development of derivative software or other software based on the Application;
- 3.5.5 change or remove in any way, notifications relating to the origin of the Application, the (proprietary) rights of skeyes or SkeyDrone associated with the Application and SkeyDrone's authorship of the Application;
- 3.5.6 remove or circumvent or help any third party to remove or circumvent the security mechanisms of the Application in any way;
- 3.5.7 publish and/or reproduce the Application in any way without the prior, express written permission of skeyes.

3.6 The User is not allowed to:

- 3.6.1 send spam, marketing or unsolicited communications via the Application;
- 3.6.2 disseminate inappropriate content, which is defined as including content that is obscene, indecent, pornographic, inflammatory, offensive, defamatory, libellous, threatening, profane or harmful to children, or content that incites racial hatred or terrorist acts, incites violence, incites the use of drugs, or incites any other behaviour contrary to good morals, public order and legislation
- 3.6.3 by any means, send, retain, use or utilise within the framework of the Application, any (personal) data of natural persons other than the User, Intellectual property rights of third parties, or other materials if such data, Intellectual property rights or materials infringe the rights of third parties or are obscene, threatening, defamatory, illegal, or otherwise unlawful;
- 3.6.4 use the Application in any way that causes or may cause damage to the Application, or in any way that has or may have a negative impact on access to the Application, or the operation, use or availability of the Application;
- 3.6.5 introduce any harmful or malicious code into skeyes' and/or its providers' systems, such as, but not limited to, viruses, malware, Trojan horses, worms, and other malicious code, files, scripts, agents or programs;

- 3.6.6 disrupt the integrity and/or the operation of the Application, the underlying software and hardware, the network, the network services or network communication;
- 3.6.7 Use the Application for fraudulent or other non-legal purposes;
- 3.6.8 gain (or try to gain) unauthorised access to the Application or related systems or networks of skeyes or third parties such as, for example, by using (ethical) hacking, man-in-the-middle attacks or (D)DoS attacks.

4. UPGRADES AND/OR UPDATES

- 4.1 These Terms and conditions do not grant the User an enforceable right to upgrades or updates to the Application. The provisions of these Terms and conditions shall apply to upgrades or updates, unless otherwise stated. skeyes has no responsibility to ensure that the Application is also compatible with outdated operating systems, tools or other software.

5. COOPERATION WITH THIRD-PARTY SUPPLIERS

- 5.1 The Application can contain links or features that depend on third party websites and/or data belonging to third parties, that originates from third parties or is supplied (whether or not paid) by third parties. The availability and content of such websites or data is not managed, controlled or guaranteed by skeyes. skeyes can in no way be held responsible for information provided by third parties or for the continuous availability of data originating from third parties.
- 5.2 For specific features of the Application, a continuous internet connection is required. The User is solely responsible for the safety, security and performance of this internet connection and must assume all related costs. skeyes shall bear no costs associated with such an internet connection, and does not guarantee that the Application can be used without a working internet connection in a specific or full scope.

6. WARRANTIES AND LIABILITY

- 6.1 The Application and the information and results provided by the Application are provided by skeyes and are only for use in Belgium.
- 6.2 skeyes shall endeavour to take all necessary measures to make the Application available to Users in an as functional and correct manner as possible. This implies an obligation of means. skeyes cannot guarantee the proper functioning of the Application at all times, in all cases and circumstances, and the User accepts the Application in the condition in which it is made available to him or her and without any explicit or implicit guarantee regarding the quality, performance or suitability for intended use. The User acknowledges and accepts that situations may arise during which the Application is not available and/or is not working properly, such as, but not limited to, problems or bugs in the Application or underlying infrastructure, problems with network connections or telecommunications disturbances, force majeure, or an erroneous or faulty action by the User himself.
- 6.3 skeyes can in any event not be held responsible (i) for any unavailability and/or malfunction of the Application and/or (ii) for any damage resulting therefrom, as further set out below.
- 6.4 The pilot of an Unmanned Aircraft System is solely and entirely responsible for the navigation of said aircraft and must ensure that the required permits and necessary information (in particular concerning aeronautics and weather) are obtained before proceeding with the flight. Aside from the functionalities of the Application in relation to the regulations on Unmanned Aircraft Systems, in particular the Regulation 2019/947, the Royal Decree of 8 November 2020 and the Ministerial Decree of 21 December 2020, the Application only provides the User or pilot of an Unmanned Aircraft System with non-binding information. This information is based on the information available to skeyes in respect of the preparation and execution of a flight using an Unmanned Aircraft System. and does not in any way constitute legally binding information or may not be complete, correct,

or up-to-date. The User can provide feedback on the Application in order to allow skeyes to improve the Application.

6.5 skeyes is only liable for issues deemed to be cases of malicious intent, grave negligence or fraud. The liability of skeyes is excluded in all other cases.

7. FEE/PRICE

7.1 No remuneration is due by the User for the Use of the Application, unless otherwise determined by skeyes.

However, this is without prejudice to any fees due for certain services in connection with the operational authorisation, to be requested from the competent authority, as described in article 18 of Regulation 2019/947.

8. ENTRY INTO FORCE, SUSPENSION AND TERMINATION

8.1 These Terms and conditions of use come into force as soon as the User accepts them. They are applicable for an indefinite period of time, without prejudice to the User's right to terminate these Terms and conditions of use, subject to a reasonable notice period. In case of such termination, the User shall lose all rights to Use the Application as well as access to all other services related to it, should any exist.

8.2 If the User violates these Terms and conditions of use, skeyes has the right, without prior notice: (i) to terminate the User's access to the Application, in whole or in part and/or (ii) to cancel the User's Right of Use with immediate effect.

8.3 skeyes reserves the right, at any time, to suspend, temporarily or permanently the availability of the Application, or to modify these Terms and conditions of use, the Privacy Notice and/or any other applicable terms.

8.4 If skeyes revokes or suspends the Right of Use, skeyes, if in a position to do so, shall inform the User by sending him or her a notification through the Application or by any other means. No compensation or indemnification is due by skeyes to the User in the event of revocation or suspension. In addition, skeyes cannot be held responsible for the consequences of such suspension or revocation.

8.5 The User shall, at all times, have the right to stop using the Application and/or to withdraw from these Terms and conditions of use through his or her user account.

8.6 In the event of withdrawal of the Terms and conditions of use or termination of the Right of Use, the User loses all rights to Use the Application as well as access to all other services related to it, should any exist. All consequences associated with the withdrawal and/or termination of these Terms and conditions of use are solely at the expense of the User. No compensation or indemnification is due by skeyes to the User in the event of suspension or deletion of the Application or User data. In addition, skeyes cannot be held responsible for the consequences of such suspension, withdrawal or deletion.

8.7 In the event of suspension, withdrawal of the Terms and conditions of use or termination of the Right of Use as set out above, the User will be able to request a flight authorization by following the instructions on <https://www.skeyes.be/en/services/drone-service-application/>.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All products or services provided by skeyes, and in particular the Application (including all brands, logos, designs, plans, data, know-how, product and/or company names, texts, images, software and the like) are or may be protected by Intellectual property rights; they are and shall remain the exclusive property of skeyes, SkeyDrone or their licensors and the parties wish to keep them secret or confidential.
- 9.2 The User is not entitled in any way whatsoever to modify, copy, distribute, send, resell, reproduce, publish, patent, transfer or sell the information or content, even partially, of the Application or the underlying source code or database to which it has access or the services it receives or has received from skeyes. Nor may it create products derived from the above-mentioned elements.
- 9.3 Access to products and the provision of services by skeyes, does not constitute a transfer or assignment of their Intellectual property rights, except in the cases noted, and under the conditions provided for, in these Terms and conditions of use. Any violation of the Intellectual property rights of skeyes, SkeyDrone or any other third party may result in civil or criminal action or prosecution under applicable law.
- 9.4 All information that skeyes collects or may collect using the Application, or all information collected by the Application, whether automatically or not, when using the Application as well as all flight or general operational data of the User are and shall remain the exclusive property of skeyes. skeyes reserves the right to use this information in the context of the regulation of flights of Unmanned Aircraft Systems, in particular the Regulation 2019/947, the Royal Decree of 8 November 2020 and the Ministerial Decree of 21 December 2020, as well as, on the one hand, to improve the functioning of the Application and the support it provides and, on the other, for the purposes of communication, account management and fraud prevention.

10. REPORTING BY USERS

- 10.1 If the Application is not available or does not function properly, the User may at any time contact skeyes support services on the dedicated web page at the following address: <https://www.skeyes.be/en/services/drone-home-page/support-droneguide-be/> in order to report this and contribute to product improvement.

11. GENERAL PROVISIONS

- 11.1 Should any provision of these Terms and conditions of use now or hereafter be, in whole or in part, void or non-binding for any reason, the remaining provisions of these Terms and conditions of use shall remain fully applicable and binding. In such cases, skeyes shall replace the provisions that are found to be invalid or non-binding.
- 11.2 The User is not allowed to transfer these Terms and conditions of use or the rights and obligations resulting therefrom, either directly or indirectly, without the prior written consent of skeyes.
- 11.3 These Terms and conditions of use replace all previous terms and conditions of use and other agreements. skeyes reserves the right to modify them at any time. In this case, the User shall be notified via the Application or in any other manner as determined by skeyes. Any subsequent Use of the Application constitutes implicit acceptance of the modified Terms and conditions of use. If the User does not agree with the changes made, he or she must stop using the Application and his or her Right of Use shall be terminated in accordance with article 8.6.
- 11.4 skeyes shall be entitled to communicate, by means of the Application, any notice relating to these Terms and conditions of use.
- 11.5 These Terms of use, as well as their interpretation, are exclusively governed by Belgian law.
- 11.6 Any dispute or controversy concerning these Terms of use that cannot be settled amicably will be submitted to the courts of the judicial district of Brussels, which are the only competent courts in this matter.