

AVIAZE TERMS AND CONDITIONS

Last updated and effective from: Nov 10th 2020

1. Introduction

Welcome Pilot! We want you to know and understand your rights and our rights relating to the provision of the Services (as defined below). Please review them carefully. Here are a few highlights:

- Your privacy is critically important to us. See how we collect and use your personal information in our Privacy Policy.
- You can cancel your membership or delete your account at any time.
- You own your content, but give us the right to use it.
- We expect our members to act with respect.
- AVIAZE is not liable for your activities and no warranties are made by AVIAZE.
- We can cancel your account if you act inappropriately.
- We can revoke old versions of the app and cancel or update features
- We want your feedback, and you allow us to use it.
- You agree to arbitrate if there is a dispute between us (exceptions may apply).
- There are easy ways to reach us if you have questions or need help.
- Flight Safety is our priority number one.

1.1 WARNING! Disclaimer

This software is not intended to substitute or replace in any possible way, or mean or at any time any certified equipment. It is not intended to be used as navigation source and we do not guarantee the accuracy, veracity and comprehensiveness of the information and/or location provided/displayed. It may be incomplete and/or erroneous. You should always use official aeronautical documentation when preparing and performing a flight. You should always use certified navigation devices when performing a flight. This software is provided 'as-is', without any

express or implied warranty. Logged times and other calculations depend on the accuracy of device sensors. AVIAZE uses, among other parameters, GPS speed. Windy conditions or specific maneuvers could lead to false outputs.

The traffic awareness feature will display information about other traffic (people using aviaze or other sources and beacons to transmit location information). This information may not be true, accurate, current and/or complete. Good airmanship in visual flight dictates looking outside for other traffics and you shouldn't rely on traffics displayed on the screen of your device. They are there for general Situational Awareness. In case you lose the internet network you will lose all reliability regarding other traffics' information.

Be aware that once you start a flight your location and altitude will be shared with other members of Aviaze also flying for the purpose of increasing situational awareness. You agree to share this information. However, your personal information will not be shared.

2. Terms of Service

The AVIAZE websites, related mobile applications and services (collectively, the "Services") are made available to you by STARMAN AVIATION SL, a Limited Liability Company registered in Registro Mercantil de Girona, Spain, Tomo 3109 Folio 217, inscripción 1 con hoja GI-60794 and VAT number ESB55273395 with a registered office at Llierca 1, 17003 Girona, (the "Company" or "AVIAZE"), subject to these Terms of Service (the "Terms") and in accordance with the AVIAZE Privacy Policy (the "Privacy Policy"). aeroclAPP is the former brand name of AVIAZE and the former

version of the software, and the same Terms and the same Privacy Policy also apply to its websites, related mobile applications and services whatsoever related to aeroclAPP. You agree to comply with these Terms and any supplemental terms which AVIAZE makes available to you on the Services which shall form part of the Terms. BY ACCESSING, USING OR UPLOADING OR DOWNLOADING ANY INFORMATION OR MATERIALS TO OR FROM THE SERVICES, OR BY INDICATING YOUR ASSENT TO THESE TERMS BY CREATING AN ACCOUNT, CLICKING “SIGN UP”, “REGISTER” OR ANY SIMILAR MECHANISM, YOU ARE AGREEING TO THE THESE TERMS. IF YOU DO NOT AGREE TO THE THESE TERMS, DO NOT ACCESS OR USE THE SERVICES. These Terms of Service was written in English. To the extent a translated version of the Terms conflict with the English version, the English version controls.

If you access or use the Services on behalf of a company or other entity, for example a Club, Group or Organization, you represent that you have authority to bind such entity and its affiliates to these Terms and that it is fully binding on them. In such case, the term “you” will refer to such entity and its affiliates. If you do not have authority, you may not access or use the Services. These Terms contain disclaimers of warranties and limitations on liability that may be applicable to you.

The AVIAZE Services cannot be provided and the agreement described in these Terms of Service cannot be performed without AVIAZE processing data about you, and other AVIAZE members, including your location data and other inputs registered and/or broadcasted by the device. Processing of the data you share with AVIAZE, including location data and data provided by multiple sensors of the device where AVIAZE is installed including the microphone, is essential to the Services which we provide and a necessary part of the agreement you accept by registering in AVIAZE.

3. Registration and Accounts

3.1 General

The Services are intended solely for persons who are 18 years old or such higher age required in your country to use the Services.

To use the Services, you must register. You agree to: (a) provide true, accurate, current and complete information about yourself (“Member Data”) and (b) maintain and promptly update the Member Data. You agree that AVIAZE may use your Member Data to provide Services that you access or use and as otherwise set forth in these Terms. If you provide any Member Data that is inaccurate or not current, or AVIAZE has reasonable grounds to suspect that such Member Data is inaccurate or not current, AVIAZE has the right to suspend or terminate your account and refuse current or future use of the Services. In consideration of your use of the Services, you represent that you are not a person barred from receiving services under the laws of any applicable jurisdiction.

You are solely responsible for maintaining the confidentiality of the password associated with your account and for restricting access to your password, your computer and mobile device while logged into the Services. You accept responsibility for all activities that occur under your account or from your computer and mobile devices. We endeavor to use reasonable security measures to protect against unauthorized access to your account. We cannot, however, guarantee absolute security of your account, your Content (as defined below) or the personal information you provide, and we cannot promise that our security measures will prevent third-party “hackers” from illegally accessing the Services or its contents. You agree to immediately notify AVIAZE of any unauthorized use of your account or password, or any other breach of security, and confirm that you understand all risks of unauthorized access to Member Data and any other information or content you provide to AVIAZE.

You may register or log-in to your account via a third-party network, such as Facebook or other networks or systems. If you do so, you hereby authorize AVIAZE to pre-populate the registration and other relevant information fields of your account and/or to use such third-party credentials to log you into your account. If you connect your account to a third-party network, you agree to comply with the terms and conditions and policies applicable to such third party.

By virtue of certain of the Services connecting to the Google Maps API, you hereby agree to be bound by the [Google Maps/Google Earth Additional Terms of Service](#) (including the [Google Privacy Policy](#)) in connection with your use of such Services.

4.2 AVIAZE for Business and Users linked to a Group

When a user elects to be linked to a Group, it is his/her responsibility to act in accordance to the rules and internal guidance of that particular Group. It is the responsibility of the administrator of the Group (the individual owner of the account registered that creates the Group) to communicate and control the activity of its members. Users linked to a Group must be aware that the administrator of the Group will have access to the information of every flight and activity done by the user in AVIAZE. The administrator of the Group will be able to admit, reject and expel any user from the Group. AVIAZE Business is developed with the aim of providing service to Businesses like Flights Schools, flying clubs, aircraft owners and operators to keep track and control of a fleet. Fees applied to these organizations may vary according to many variables and the updated standard prices and offers will be published at aviaze.com.

4. Fees and charges

4.1 Payments

To pay any fee, you must designate and provide information about your preferred payment method (e.g., credit card, online payment service, a third party, like iTunes or Google Play, or any other payment method made available by AVIAZE) (the "Payment Method"). If you provide your payment information, you authorize us and certain third party service providers, payment card networks and payment processors to receive, store and encrypt your payment information. If you signed up through the Google Play or iTunes store, you may change your Payment Method through the corresponding store account. No refunds or credits will be provided by AVIAZE, other than as set forth in these Terms. If your payment provider determines that there are fraudulent charges on your account resulting from use of your Payment Method at the Services, contact us immediately at info@starmanaviation.com.

4.2 Fees

In order to access certain or all functionalities of the Services, you may be required to pay Premium membership fees. Premium membership fees, along with any required taxes, may be paid on a monthly or annual basis. All membership fees are payable in advance. Members changing from monthly to annual memberships will have the annual rates take effect at the beginning of the next billing date. If you upgrade your membership or add new categories of service to your account, such changes may result in a new billing date. You agree to pay the membership fees, and other charges you incur in connection with your AVIAZE account, whether on a one-time or subscription basis. AVIAZE reserves the right to increase membership fees, any associated taxes, or to institute new fees at any time upon reasonable advance notice.

4.3 Auto-Renewal

Premium membership fees and/or subscription schemes will be billed automatically at the start of the monthly or annual period, as applicable. These fees will auto-renew until your Premium membership is downgraded or terminated. Your membership fee will be the same as your initial charges unless you are otherwise notified in advance. You may cancel your Premium membership at any time.

4.4 Charges

Your mobile network provider may charge you to use data when accessing or using AVIAZE and these charges may vary. You are responsible for these charges.

4.5 Other

AVIAZE may be updated by the Company at any time. Previous versions of AVIAZE software may be revoked to reduce maintenance costs or for any other reason the Company deems necessary. It is possible that certain fees apply to newer versions of AVIAZE for certain features (or all of them) that might have been free in previous versions. If that occurs, and the user wishes to continue using AVIAZE (or certain premium features) the user will need to update the version and pay the requested fee for those features and/or update.

5. Cancellation

5.1 Cancellation of Premium

If you signed up on AVIAZE.com, you may cancel your Premium membership by contacting us at info@starmanaviation.com. If you signed up through the Google Play or iTunes store, you may cancel your Premium membership by downgrading

through the corresponding store. The cancellation of a membership will go into effect at the end of your current billing cycle. When your Premium membership ends, your account will remain and become a free membership. You can renew your subscription at any time without opening a new account, although the Premium membership fees may have increased. You can delete your account at any time by contacting us at info@starmanaviation.com.

6. Free Trials

Your Premium membership may start with a free trial. The free trial period for any subscription will last for the period of time specified when you signed up. Free trials may not be combined with certain other offers, as specified. If you begin your subscription with a free trial, we will begin billing your Payment Method for monthly or annually membership fees at the end of the free trial period of your subscription unless you cancel your membership prior to the end of the free trial period. Your Payment Method will be authorized for up to approximately one month of service as soon as you register for a free trial. In some instances, your available balance or credit limit may be reduced to reflect the authorization; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. You may cancel your membership at any time on Google Play or iTunes store if you signed up on Google Play or iTunes store, or by contacting us at info@starmanaviation.com if you signed up on AVIAZE.com.

7. Member Content and Conduct

7.1 Content

You own the information, data, text, software, sound, photographs, graphics, video, messages, posts, tags, or other materials you make available in connection with the

Services (“Content”), whether publicly posted, privately transmitted, or submitted through a third party API (e.g. a photograph submitted via Instagram). Missions and any related information added or created to/in a Mission by using the Services are not considered Content. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any Content that you post on or in connection with the Services. This means, but it is not limited to, that we can post and use the uploaded content and its details for commercial use and share it on other platforms. This license ends when you delete your Content or your account unless your Content has been shared with others, and they have not deleted it.

You understand that you, and not AVIAZE, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Services. AVIAZE does not proactively and routinely screen or monitor the Content posted to the Services by others and, as such, does not guarantee the accuracy, integrity or quality of such Content. AVIAZE may, in its sole discretion, screen, monitor, refuse or remove any Content, or remove any Content that violates the Terms or is otherwise objectionable. You understand that by using the Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will AVIAZE be liable in any way for any Content or any Mission, including, but not limited to, any errors or omissions in any Content or any Mission, or any loss or damage of any kind incurred as a result of the use of any Content made available on the Services. You agree to bear all risks associated with the use of any Content or Mission available in connection with the Services, including any reliance on the accuracy, completeness, or usefulness of such Content and Mission.

You agree that AVIAZE is not responsible for, and does not endorse, content posted on the Services. If your Content violates these Terms, you may bear legal responsibility for that Content. As between you and AVIAZE, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with

AVIAZE is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place AVIAZE in a position that is any different from the position held by members of the general public, including with regard to your Content. Your Content will not be subject to any obligation of confidence on the part of AVIAZE other than as set forth in the Privacy Policy, and AVIAZE will not be liable for any use or disclosure of any Content you provide.

The Services may provide you with the ability to mark certain Content that you submit to the Services as private, public, or available only to select users of the Services. AVIAZE will maintain the privacy of such Content in accordance with your elections. However, if you do not elect to mark your Content as private or available for a limited group of members, or later change such designation to allow such Content to be made publicly available, you are responsible for the public nature of the content.

7.2 Conduct

We expect you to honor the AVIAZE Community Standards. These Standards are the following:

- Being part of the AVIAZE community is a commitment to respect: we respect each other, ourselves and the rules. When we all share mutual respect, we all win. Here's how we make that happen and what we expect of our members.
- Staying safe is more important than being fast or high: Use good judgment and good airmanship and consider the risks of every flight and any maneuver before. Use common sense, don't put yourself or anybody else in danger. flying is a dangerous activity.
- Don't get distracted by your device: Focus on your surroundings and prioritize your safety. Keep maximum situational awareness.
- Be kind and play by the rules: Be courteous to other pilots, ATC and all members of the flying community.

- Be kind online, too: Treat each other with empathy and kindness on our platform. Take care of each other. We are all Pilots, we all share the same passion.
- Keep offensive content off AVIAZE: We rely on our community to help us identify this content. Contact us at info@starmanaviation.com if you find content that violates our Terms of Service. Consider contacting law enforcement if needed.
- Create and post your own content: We support the original creators of content. Respect what they made and create your own great content. If you post something that is not yours, know that it may be taken down in addition to other consequences you may face.
- Obey the law: We expect AVIAZE pilots to know and obey all laws and rules related to their activities. Flying happens in dynamic environments usually in congested airspace. Prioritize everyone's safety and enjoyment of our shared resources and respect the law. Being a Pilot is an enormous responsibility and your license is something that can be lost. Know and strictly follow international and local regulations as they apply in the area you fly.
- AVIAZE supports clean competition: We support fair play online and in real life. If you cheated or if don't have an honest and kind will, don't put it on AVIAZE.
- Respect the environment: Look after the environment, don't spill fuel as it contaminates, respect the noise sensitive areas.
- Create and/or promote good and safe Missions and activities: Use common sense and keep safety in mind when creating Missions. The responsibility of flying a Mission and analysing its risks relies entirely on the Pilot in Command, however it is the responsibility of all members to create safe missions only in terms of maneuvers, airspace and flight safety.

The Services are for your personal and noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell for any commercial purposes any portion of

the Services, use of the Services or access to Content. You may not use the Services, or assist or encourage any other party, to engage in any of the following Prohibited Activities:

1. Copying, framing or mirroring any part of the Services;
2. Accessing the Services to monitor its availability, performance or functionality;
3. Permitting any third party to access the Services;
4. Using, copying, modifying, creating a derivative work of, reverse engineering, decompiling or otherwise attempting to extract the source code of the software underlying the Services or any part thereof, unless expressly permitted or required by law, and in any case, without providing prior written notice to AVIAZE;
5. Publishing, transmitting, distributing or storing content, material, information or data that: (1) is illegal, obscene, defamatory, threatening, harassing, abusive, or hateful or that advocates violence; (2) is harmful to or interferes with the Services or any third party's networks, equipment, applications, services or websites (e.g., viruses, worms, Trojan horses, etc.); (3) infringes, dilutes, misappropriates or otherwise violates any privacy, intellectual property, publicity or other personal rights including, without limitation, copyrights, patents, trademarks, trade secrets or other proprietary information (including unauthorized use of domain names); or (4) is fraudulent or contains false, deceptive or misleading statements, claims or representations (such as "phishing");
6. Attempting to disrupt, degrade, impair or violate the integrity or security of the Services or the computers, services, Accounts or networks of any other party (including, without limitation, "hacking," "denial of service" attacks, etc.), including any activity that typically precedes attempts to breach security such as scanning, probing or other testing or vulnerability assessment activity, or

- engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of AVIAZE internet protocol space;
7. Avoiding payment of charges or fees payable by you with respect to the Services;
 8. Committing any act that may be harmful to minors;
 9. Distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping";
 10. Using any automated system, including, without limitation, "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to AVIAZE than a human can reasonably produce in the same period of time by using a conventional web browser;
 11. Taking any action that imposes, or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
 12. Collecting or harvesting any information relating to an identified or identifiable individual, including account names and information about users of the Services, from the Services;
 13. Using the Services for any commercial solicitation purposes without prior agreement with the Company;
 14. Accessing any content on the Services through any technology or means other than those provided or authorized by the Services;
 15. Submitting to the Services or to AVIAZE any personally identifiable information, except as necessary for the establishment and operation of your account;
 16. Submitting to the Services or to AVIAZE any information that may be protected from disclosure by applicable law;
 17. Bypassing the measures we may use to prevent or restrict access to the Services, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein;

18. Violating any applicable law, statute, ordinance or regulation, or encouraging any conduct that could constitute a criminal offense or give rise to civil liability;
19. Removing any copyright, trademark or other proprietary rights notices contained in or on the Services; or
20. Executing any form of network monitoring or running a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Service's servers or any data not intended for you.
21. Attempting to disrupt, degrade, impair or violate the safety of flight by introducing in purpose false data such real time location related data.

You are granted a limited, non-exclusive right to create a text hyperlink to the Services for non-commercial use only, provided such link does not portray AVIAZE or any of its products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any pornographic, illegal, offensive, harassing or otherwise objectionable material. You are further granted a right to implement any RSS feeds located on the Services for your personal, non-commercial use, solely as described on the Services. We reserve the right to revoke these licenses generally, or your right to use specific links or RSS feeds, at any time, with or without cause.

You understand that use of certain features of the Services may require you to purchase third party equipment or materials (e.g., GPS systems). While AVIAZE may recommend the equipment or materials of certain third party suppliers, AVIAZE shall have no responsibility for your acquisition or use of any third party equipment or materials and does not guarantee that third party equipment or materials will function with the Services or will be error-free.

You understand that you are responsible for any charges associated with sending communications via your device. You hereby acknowledge that you have the right to communicate with your contacts via the Services.

You represent and warrant that: (i) you are authorized to create your account, whether individually or on behalf of an organization; (ii) you own the Content posted by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in these Terms; (iii) the posting and use of your Content on or through the Services does not and will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy and data protection rights, publicity rights, copyrights, trademark and/or other intellectual property rights; and (iv) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Services.

8. Interactions with Members

The Services function as a venue to connect members in a virtual information place. As a neutral facilitator, AVIAZE is not directly involved in the actual interactions between members of the Services. As a result, AVIAZE has no control over the truth, accuracy, quality, legality, or safety of postings made by members of the Services. AVIAZE shall have no responsibility to confirm the identity of members. AVIAZE shall also have no responsibility to confirm or verify the qualifications, background, or abilities of members of the Services. You shall at all time exercise common sense and good judgment when dealing with any member of the Services.

If you elect to use our features to inform your contacts about the Services, track your activities, or share your information with others, AVIAZE may require you to provide contact information. AVIAZE may contact that friend via a one-time email or text message. You represent that you are authorized to provide any third party contact information that you provide to AVIAZE, that you are authorized to use such

information to contact (including for AVIAZE to contact on your behalf) the third party and that AVIAZE may process it pursuant to the Privacy Policy.

9. Third Parties

Third party products and services made available on the Services are made and offered directly by the applicable third party. When you pursue or purchase any such product or service, you acknowledge that you are contracting directly with such third party and not with AVIAZE. Your interaction with, or participation in promotions of, third parties found on or through the Services, including payment and delivery of goods or services, and any other terms, are solely between you and such third party. You are not obligated to use or transact business with any third party that appears on the Services. YOU AGREE THAT AVIAZE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU AS THE RESULT OF ANY OF YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICES.

AVIAZE or third parties may provide links to other internet sites or resources through the Services. AVIAZE does not endorse and is not responsible or liable for any content, information, advertising, products or other materials on or available from such sites or resources. You acknowledge and agree that AVIAZE is not responsible for the availability of such external sites or resources.

10. Electronic Communications

The Services may provide you with the ability to send or post messages to forums or chat rooms, speak via internet voice connections or send similar messages and communications to third party service providers, advertisers, your personal contacts, other members and/or AVIAZE. You agree to use communication methods available on the Services only to send communications and materials related to the subject

matter for which AVIAZE provided the communication method, and you further agree that all such communications by you shall be deemed your Content and shall be subject to and governed by the Terms and applicable law (including laws regulating direct marketing communications with which you will need to comply with, as applicable). By using communications methods available on the Services, you agree that (a) all communications methods constitute public, and not private, means of communication between you and the other party or parties, (b) communications sent to or received from third party service providers, advertisers or other third parties are not be endorsed, sponsored or approved by AVIAZE (unless expressly stated otherwise by AVIAZE) and (c) communications are not routinely pre-reviewed, post-reviewed, screened, archived or otherwise monitored by AVIAZE in any manner, though AVIAZE reserves the right to do so at any time at its sole discretion. You agree that all notices, disclosures and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

11. Proprietary Rights

You acknowledge and agree that the Services, any necessary software used in connection with the Services (if any), any aggregated data based on Content on the Services, and any Content available or made available on the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by AVIAZE or applicable third party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, the software or Content available on the Services (other than Content that you may submit), in whole or in part.

AVIAZE grants you a personal, revocable, non-transferable, non-sub-licensable and non-exclusive right and license to access and use the Services; provided that you do

not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Services, except where permitted by law. You agree not to access the Services by any means other than through the interfaces that are provided by AVIAZE.

The term AVIAZE, the AVIAZE logo and other AVIAZE logos and product and service names are the exclusive trademarks of, and are owned by, STARMAN AVIATION SL., and you may not use or display such trademarks in any manner without AVIAZE's prior written permission. Any third party trademarks or service marks displayed on the Services are the property of their respective owners.

AVIAZE reserves all rights not expressly granted hereunder.

12. Your Feedback

We welcome your comments, feedback, suggestions, and other communications regarding the Services and the information and services we make available through the Services (collectively, "Feedback"). If you provide Feedback, you hereby grant to AVIAZE a worldwide, non-exclusive, transferable, assignable, sub-licensable, perpetual, irrevocable, royalty-free license to copy, distribute, create derivative works of, publicly display and perform and otherwise exploit such Feedback and to use, make, have made, sell, offer for sale, import and export products and services based on such Feedback. For this reason, we ask that you not send AVIAZE any Feedback that you do not wish to license to us as set forth above.

13. Disclaimer of Warranties and Liability

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY. AVIAZE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FLYING FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. AVIAZE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT: (a) THE SERVICE WILL MEET YOUR REQUIREMENTS; (b) YOUR CONTENT WILL BE AVAILABLE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (e) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

YOU EXPRESSLY AGREE THAT AVIAZE IS NOT PROVIDING ADVICE OR INSTRUCTIONS-TO-BE-FOLLOWED OR SIMILAR ON HOW, WHEN, WHAT AND WHERE TO FLY VIA THE SERVICES. THE CONTENT PROVIDED THROUGH THE SERVICES, INCLUDING ALL TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY US OR BY OTHER ACCOUNT HOLDERS OR THIRD PARTIES IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (a) THE AIRCRAFT OWNER OR MANAGER OR ANY ACCOUNTABLE MANAGER OR ANY OTHER PROFESSIONAL, (b) A LOCAL, NATIONAL OR INTERNATIONAL RULE OR LEGISLATION OR THE GOOD AIRMANSHIP, THE TRANSMISSION AND RECEIPT OF OUR CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A

INSTRUCTOR-STUDENT OR OTHER TRAINING AND/OR PROFESSIONAL RELATIONSHIP BETWEEN YOU AND AVIAZE.

YOU EXPRESSLY AGREE THAT YOUR AVIATION ACTIVITIES (INCLUDING, BUT NOT LIMITED TO FLYING OR BEING ONBOARD AN AIRCRAFT) CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE OF AVIAZE OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS.

YOU EXPRESSLY AGREE THAT AVIAZE DOES NOT ASSUME RESPONSIBILITY FOR THE INSPECTION, SUPERVISION, PREPARATION, OR CONDUCT OF ANY RACE, AIRSHOW, CONTEST, CHALLENGE, OR GROUP ACTIVITY THAT UTILIZES THE SERVICES, INCLUDING ANY THAT ARE ORGANIZED BY A GROUP ADMINISTRATOR.

YOU EXPRESSLY AGREE TO RELEASE AVIAZE, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARTNERS AND LICENSORS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY IN CONNECTION WITH YOUR FLYING ACTIVITIES AND/OR USE OF THE AVIAZE WEBSITES, MOBILE APPLICATIONS, CONTENT, SERVICES OR PRODUCTS (INCLUDING, WITHOUT LIMITATION, ANY AVIAZE MISSION), AND PROMISE AND COMMIT NOT TO SUE THE RELEASED PARTIES FOR ANY CLAIMS, ACTIONS, INJURIES, DAMAGES, OR LOSSES ASSOCIATED WITH SUCH USE. YOU ALSO AGREE THAT IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (a) YOUR USE OR MISUSE OF THE SERVICES, (b) YOUR USE OR MISUSE OF EQUIPMENT OR PROGRAMS CREATED OR LICENSED BY AVIAZE (INCLUDING, WITHOUT LIMITATION, ANY AVIAZE TRAINING PLAN) WHILE ENGAGED IN FLIGHT ACTIVITIES, (c) YOUR DEALINGS WITH THIRD-PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH

THE SERVICES, (d) ANY DELAY OR INABILITY TO USE THE SERVICES EXPERIENCED BY YOU, OR (e) ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR CONTENT OBTAINED THROUGH THE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF AVIAZE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

AVIAZE DOES NOT ENDORSE YOUR CONTENT OR ANY OTHER MEMBER'S CONTENT AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT ON THE SERVICES.

AVIAZE is not responsible for any delays, delivery failures, or other damage resulting from limitations, delays, and other problems inherent in the use of internet and electronic communications and devices.

AVIAZE is not certified and must not be used for navigation or flight planning. In no event will the Company be liable to you on any legal theory for any special, incidental, consequential, punitive or exemplary damages arising out of the use of the App.

The airspaces, airports and other information layers displayed over the map within the app, belong to the open source community "OPENAIP", therefore this information is created and maintained by third-parties and the Company takes no responsibility on the information provided which may not be true, accurate, current and/or complete.

The user and/or Pilot In Command is the only responsible(s) of the use of the AVIAZE in-flight and he/she is aware and assumes under his own and only responsibility the regulations regarding Portable Electronic Devices, if any.

AVIAZE runs on a device and relies on its hardware and software and its multiple sensors, GPS network and your data service provider network. Although the App has been tested successfully, AVIAZE does not guarantee the reliability of the data provided nor the output provided by the algorithm on any device. Beware that a damaged sensor/device will be more prone to inaccuracy, malfunction.

IN NO EVENT SHALL AVIAZE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THIS AGREEMENT OR WHETHER DIRECT OR INDIRECT:

(i) LOSS OF DATA

(ii) LOSS OF INCOME

(iii) LOSS OF OPPORTUNITY

(iv) LOST PROFITS AND COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, AND WHETHER OR NOT THE COMPANY HAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY'S MAXIMUM AGGREGATE LIABILITY TO YOU PURSUANT TO THESE TERMS SHALL NOT EXCEED THE GREATER OF EITHER (a) FIFTY (50) EUROS OR (b) THE AMOUNT OF FEES PAID BY YOU TO AVIAZE IN THE 12-MONTHS PRIOR TO DATE THE CLAIM.

14. Service Level

The Company will at all times reasonably attempt to achieve the highest possible availability and shortest possible access time of the Service, but no warranties of any kind, regarding any specific availability or time of access are granted.

The Service is hosted by the Company, or a subcontractor of its choice. All data stored as part of the Service may be backed up on a regular basis. If users

experience loss of data, the Company may use reasonable efforts to attempt to restore data from the most recent working backup; provided, however, the Company gives no warranties with respect to recovering or restoring any lost data.

15. Indemnity

You agree to indemnify and hold AVIAZE and its subsidiaries, affiliates, officers, agents, representatives, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise seek to make available through the Services, your use of the Services, your activities which generate the Content you post or seek to post on the Services (including, but not limited to, flying activities in connection with any contests, races, group rides, airshows, or other events which AVIAZE sponsors, organizes, participates in, or whose Services are used in connection with), your connection to the Services, your violation of the Terms, your violation of any data protection or privacy laws, or your violation of any rights of another person or entity. Your rights with respect to AVIAZE are not modified by the foregoing indemnification if the laws of your country of residence, applicable as a result of your use of our Services, do not permit it. You will indemnify AVIAZE against any losses we suffer as a result of claims made or threatened against either of us as a result of your use of the App in connection with criminal or other illegal activities.

16. Dispute Resolution and Choice of Law

16.1 Complains

If you wish to make a complaint related to the App or the Service, you may email us at info@starmanaviation.com, with brief details of your complaint. Our customer service staff will acknowledge your complaint by email within a reasonable period of time.

16.2 Arbitration

These Terms of Service and any dispute or claim arising out of or in connection with it shall be governed by the laws of Spain. The parties irrevocably agree that the courts of Spain shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or our subject matter (including non-contractual disputes or claims).

16.2 Class-Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only, and not as a class action or other representative action. If any court or arbitrator determines that the class-action waiver set forth in this section is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

17. Termination

You agree that AVIAZE may, under certain serious circumstances and without prior notice, immediately terminate your account and/or access to the Services. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Terms or other incorporated agreements, policies or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (by contacting us or self-initiated account deletions), (d) discontinuance or material modification to the

Services (or any portion thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) nonpayment of any fees owed by you in connection with the Services. Termination of your account may include (x) removal of access to all offerings within the Services, (y) deletion of your information, files and Content associated with your account, and (z) barring of further use of the Services. Further, you agree that all terminations for cause shall be made in AVIAZE's sole discretion and that AVIAZE shall not be liable to you or any third party for any termination of your account or access to the Services. The following Sections shall survive termination of your account and/or the Terms: Member Content Submitted to the Services, Proprietary Rights, Your Feedback, Disclaimer of Warranties and Liability, Indemnity, Applicable Laws and General.

18. General

You agree that no joint venture, partnership, joint controllership, employment or agency relationship exists between you and AVIAZE as a result of the Terms or your use of the Services. The Terms constitute the entire agreement between you and AVIAZE with respect to your use of the Services. The failure of AVIAZE to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign, delegate or otherwise transfer your account or your obligations under these Terms without the prior written consent of AVIAZE. AVIAZE has the right, in its sole discretion, to transfer or assign all or any part of its rights under these Terms and will have the right to delegate or use third party contractors to fulfill its duties and obligations under these Terms and in connection with the Services. AVIAZE's notice to you via email, regular mail or notices, posts, or links on the Services shall

constitute acceptable notice to you under the Terms. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Section titles and headings in the Terms are for convenience only and have no legal or contractual effect. Any rights not expressly granted herein are reserved.

If any part of these Terms of Service shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of this Agreement and shall not affect the validity and enforceability of any of the remaining provisions of this Agreement. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

In this Agreement and unless otherwise stated, "we", "us" or "our" refers collectively to the Company and its subsidiaries, affiliates, directors, officers, employees, agents and contractors.

19. Modification of the Terms and Services

Certain provisions of the Terms may be supplemented or superseded by expressly designated legal notices or terms located on particular pages on the Services. AVIAZE reserves the right to update the Terms at any time and for any reason in its sole discretion with new updates of the software. AVIAZE will state any material changes to the Terms or to any service or other features of the Services in the update description. By continuing to access or use the Services after we have provided you with notice of a modification, you are agreeing to be bound by the modified Terms. Please review them regularly. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services.

AVIAZE and its third party service providers may make improvements and/or changes in the Services, products, services, mobile applications, features, programs, and prices described at any time and for any reason in its sole discretion. The mobile application may download and install upgrades, updates and additional features in order to improve, enhance, and further develop the Services. AVIAZE reserves the right at any time to modify or discontinue, temporarily or permanently, the Services or any portion thereof with or without notice. You agree that AVIAZE shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

20. Contact and Support

The contact method with AVIAZE is via email to info@starmanaviation.com.

