

Terms of use for provided data on geographical Zones

(State: 06.05.2022)

By creating a user account to download provided data on geographical zones as defined in Regulation (EU) 2019/947 ("the Service") from the Digital Platform for Unmanned Aerial Systems ("dipul") and/or downloading data on UAS geographical zones as defined in Regulation (EU) 2019/947 under the Service, the user accepts the terms and conditions set out below by the

**DFS Deutsche Flugsicherung GmbH,
represented by the Management Board,
Am DFS-Campus 10,
63225 Langen
Federal Republic of Germany**

(hereinafter referred to as "DFS" or "Provider")

terms and conditions of use:

A. Authorised users

1. Authorised users of the data on geographical zones made available for download within the framework of the Service in accordance with Regulation (EU) 2019/947 (hereinafter referred to as "UAS area data") are solely manufacturers within the meaning of Article 3 No. 13 of Regulation (EU) 2019/945 who have previously created a user account for the Service, truthfully and completely providing all required data.
2. The user must notify the provider via the download platform of any changes to the data provided when creating a user account before each use of the service.
3. The user assures that neither he himself nor any natural or legal persons represented by him are addressees of embargoes or other sanctions of the Federal Republic of Germany, the European Union and/or the United Nations.

B. Provided data of the UAS areas

1. The data of the UAS areas have been compiled carefully and to the best of our knowledge, in some cases using data from third parties. However, no guarantee is given for the accuracy, correctness, completeness and up-to-dateness of the data of the UAS areas offered for download or for their permanent availability.
2. The data of the UAS areas are updated at regular intervals according to the list in the download area (can only be viewed with a valid account). The provider does not inform the users separately about the upcoming or completed update of the data of the UAS areas. If there are any changes to the procedure, we will inform you in time.

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3. The use of the service as well as the use of the data of the UAS areas is subject to the terms and conditions of use of the provider valid at the time of the creation of a user account or the downloading of the respective UAS areas.

C. Rights of use

1. Only the natural and/or legal persons named in clause A.1. are entitled to use the Service and to use the data of the UAS territories in accordance with the following provisions in these Terms of Use.
2. The use of the service and the data of the UAS areas is only permitted for legally permissible purposes.
3. The Provider shall make the aforementioned data of the UAS areas available to the User exclusively for the purpose of geo awareness within the meaning of Art. 2 No. 15 of Regulation (EU) 2019/947, Annex to Regulation (EU) 2019/945, Part 2 et seq., of the unmanned aerial systems manufactured by it within the meaning of Art. 2 No. 1 of Regulation (EU) 2019/947.
4. For this purpose, the Provider grants the Authorised User a non-exclusive, irrevocable, non-transferable, non-sublicensable right to use the data of the UAS areas made available within the scope of the Service.
5. The processing, duplication, dissemination against payment or free of charge outside the permitted purpose of use as well as any further marketing of the data of the UAS areas are prohibited.
6. Copyrights to the data of the UAS areas and database are held by the original owner and are not subject to the present user agreement.
7. The user must ensure that third parties cannot gain unauthorised access to the data downloaded from the UAS areas and the user account created. The user must take all reasonable, appropriate security precautions in this respect.
8. The user undertakes not to remove, obscure or otherwise alter any copyright notices, trademarks, names of data producers or other technical or legal information in the data of the UAS areas.
9. The user undertakes to inform the provider immediately and comprehensively in writing and free of charge upon request in which way the UAS areas are used.
10. In the event of culpable violations of these Terms of Use, the Provider may revoke the User's rights to use the Service and the data of the UAS areas with immediate effect. The right to use already downloaded data of the UAS areas expires at the same time.
11. In the event of a culpable violation of these Terms of Use, the Provider has the right - without prejudice to any other claims - to block the User's user account in whole or in part with immediate effect. The blocked user is expressly prohibited

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from creating a new user account for the service under a different user profile, from obtaining the data of the UAS areas or from using the downloaded data of the UAS areas in any other way.

D. Data privacy

1. The personal data provided when creating a user account is processed electronically for the fulfilment of a public task within the meaning of Art. 6 Para. 1 lit b) of the German Data Protection Regulation (DS-GVO) for the granting of the right of use and in compliance with the data protection provisions of the DS-GVO, the German Federal Data Protection Act and the provisions of the German Telemedia Act. The data will not be passed on to third parties. The user has the existing rights according to the DS-GVO and can object to the processing of his personal data in accordance with the legal provisions of the DS-GVO and the Federal Data Protection Act at any time with effect for the future; the right to use the service and the use of already downloaded UAS areas expires at the same time.
2. The Provider reserves the right to delete inactive user accounts for a period of at least three months.

E. Liability, contractual penalty, damages

1. The provider is only liable for intent and gross negligence. Liability for damage caused by slight negligence is excluded. This does not apply to damages resulting from injury to life, body or health or to claims under the Product Liability Act. Furthermore, this does not apply to damages based on the breach of contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and compliance with which may be relied upon ("essential contractual obligations"). In the event of a slightly negligent breach of these essential contractual obligations, liability shall be limited to the foreseeable damage typical for the contract. The same applies to breaches of duty by vicarious agents of the provider.
2. Furthermore, the provider assumes no liability for the fact that the use of the data of the UAS areas does not violate the rights of third parties. However, the provider declares that he is not aware of any such rights.
3. For each culpable breach by the User of the obligations arising from these Terms of Use, the Provider DFS shall be entitled to demand payment of a contractual penalty of 1,000.00 euros from the User.
4. For wilful violations of these terms of use by the user, the plea of continuation is excluded.
5. The payment of the contractual penalty shall not exclude the assertion of the claim for injunctive relief or any further damages by the provider.

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6. In the event of culpable breaches of these terms of use, the user undertakes to compensate for the damage caused thereby.
7. A contractual penalty paid in accordance with paragraph E.3. shall be offset against a possible claim for damages by DFS.
8. In the event of a claim for damages, the user shall be at liberty to prove to the provider that a lesser or no damage has been caused.

F. Modification of the Service and these Terms of Use

The provider reserves the right to adapt the service professionally and technically as well as the present terms of use as required.

G. Choice of law, place of jurisdiction

1. The legal relationship between DFS and the user shall be governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
2. The exclusive place of jurisdiction is Frankfurt am Main, Federal Republic of Germany. Insofar as the user is not a consumer within the meaning of § 13 of the German Civil Code (Bürgerliches Gesetzbuch), the provider is also entitled to take legal action at the general place of jurisdiction of the user.

H. Salvatory clause

Should one of the provisions of the Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions of the Terms of Use.

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