

TERMS OF USE

These terms of use (“**terms**”) govern the use of a mobile application called NELLY (“**application**”) published and provided by Jolanta Wanliss, place of business Hevlínská 497/7, 15521 Prague, Czech Republic, ID number 08915385, VAT number CZ9354135395, tel. no.: +420603554153 (“**we**”).

By checking the appropriate box in our application, you confirm that you are over 18 years of age, that you have read the terms and that you agree with them. If you do not agree with the terms, please, stop using the application immediately.

1. AVAILABILITY FROM DIGITAL PLATFORMS

1.1. The application can be downloaded from following digital distribution systems:

1.1.1. Google Play, provided by Google LLC, and

1.1.2. AppStore, provided by Apple Inc

(“**digital platforms**”).

1.2. The providers of digital platforms require specific provisions which are incorporated in the clause 12.

2. USE OF THE APPLICATION

2.1. The main purpose of the application is to accelerate the change of aircrew for a particular flight. Therefore, you can use the application for your own, personal use and only for the following purposes:

2.1.1. creating a so-called ‘airplane card’, where you can add other users who are a part of your aircrew,

2.1.2. entering data about the airport and the airplane, such as basic identification and technical information,

2.1.3. specifying the detail information about the state of the airplane after a flight,

2.1.4. generating a summary of each airplane and

2.1.5. distributing the uploaded information to other users.

2.2. Please be aware that the application cannot be used for any other purposes then stated above, including any commercial purposes. Furthermore, the reporting through the application does not replace an obligation of a crew member to inform its employer or other responsible person about the detected defects on the airplane according to the relevant law, other binding regulation or instructions or other internal regulations.

3. SYSTEM REQUIREMENTS

3.1. You can download the application from any of the digital platforms on your smartphone with operating system Android with version at least 4.1 (SDK 16) and iOS with version at least iOS 6. However, you are aware that these system requirements may change from time to time due to application updates and upgrades of our application as well as the operating systems.

3.2. To use all functions of the application your smartphone must use SIM card and it must be connected to internet.

3.3. All data uploaded by you under clause 2.1 will be irreversibly deleted after 30 days of its submission to the application. No back-up will be provided after such period ends.

4. ACCOUNT

- 4.1. After downloading the application to your smartphone, you will be allowed to create an account for the use of the application.
- 4.2. You will be required to (i) sign in through your Apple ID Account or Google Account, or (ii) fill a form for creating an account with correct and true information about yourself such as your email address, full name and surname, telephone number, your picture and your position. You will be able to choose your position from a prepared list of positions. Furthermore, you will be required to create a password for the account. After completing this information your account will be created and you will be allowed to use the application.
- 4.3. You are responsible for the legality, accuracy and veracity of all data filled in the application. Should an error occur or your data change in the future, you will correct it without undue delay.
- 4.4. We have a right to suspend or permanently delete your account at any time, especially in the event that:
 - 4.4.1. you decide to cease using the application,
 - 4.4.2. you violate these terms,
 - 4.4.3. we decide to stop providing the application.
- 4.5. Each user has a right to report inappropriate, illegal or other content submitted by you that violates these terms to us. In such case, we have a right to delete such content and suspend or permanently delete your account. You will be informed about such action and reason in advance.
- 4.6. If your account is deleted, we will also delete all your data from the application databases.
- 4.7. The account will not be deleted by deleting the application from your smartphone. You need to delete the account in the section "My profile" in the setting of the application. We will confirm the request to delete the account and delete it together with all personal data within 30 days from this confirmation.

5. YOUR RIGHTS AND DUTIES

- 5.1. You are obliged to:
 - 5.1.1. keep login data to your account secret and protect them from access, publication and / or misuse by third parties,
 - 5.1.2. immediately report the loss of access data or the suspicion of their theft or misuse. In such a case, you are obliged to inform us immediately and take appropriate action (e.g. request blocking the login data). You are responsible for any damage caused by a breach of this obligation.
- 5.2. When using the application, you agree that you will not
 - 5.2.1. use the application in unlawful manner or in manner that encourages illegal and forbidden activity under the applicable law,
 - 5.2.2. use the application in a way that could be in competition with us as providers of the application or could otherwise harm us in any way,
 - 5.2.3. attempt to gain an authorized access to the application, servers or other networks connected to the application, and
 - 5.2.4. modify, adapt, translate, combine or reverse engineer any parts of the application.
- 5.3. In case any defect or other problem occurs in the application you may report it in writing to us. You shall provide us with any requested co-operation and information to accelerate the resolution of your request. You have no rights against us from defective performance in accordance with the Civil Code.

6. OUR RIGHTS AND DUTIES

- 6.1. We may perform a temporary application outage due to maintenance of the applications. However, we will try to inform you about such outage in advance.

7. LICENSE AND INTELLECTUAL PROPERTY RIGHTS

- 7.1. We are granting you with a non-exclusive, non-transferable, worldwide license with unlimited validity to operate, display and use the application in compliance with these terms (“**license**”).
- 7.2. You may not transfer, redistribute or sublicense the application and, if you sell your smartphone, on which the application is downloaded, to a third party, you must remove the application from it before doing so. You may not copy (except as permitted by these terms), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the application, any updates, or any part thereof except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included in the application.
- 7.3. You can use the common functionalities of the application, which are made available to you in the application.
- 7.4. The application contains third party components, including components licensed under open source licenses. A complete list of components and their license terms is available at <https://nelly-academy.com/Third-party-components.pdf>.
- 7.5. Any trademarks, logos, information, texts, graphics, images, videos, data and other information that is contained or displayed in the application (“**intellectual property**”) are owned by us or licensed to us.
- 7.6. You are not allowed to copy, change, modify, process, reproduce, publish, distribute, display, translate or otherwise use the intellectual property without prior written consent granted to you by us.
- 7.7. You are the sole owner of all information and data that you uploaded to the application and therefore you are responsible for the content including its legality, reliability, and appropriateness. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use in any known manner allowed under applicable law any content that you upload in the application.
- 7.8. The license and the use of application is provided for free. However, we reserve the right to change it. In such case we will proceed in accordance with clause 13 (Change of terms).

8. LIABILITY

- 8.1. We are not liable for any outages or malfunctions of the application due to outages or malfunctions of the operating system or the device on which the application is running by non-complaining with current system requirements or due to server outages.
- 8.2. We are not liable for any direct or indirect damage, especially lost profits, special or incidental damage incurred by you in connection with the use of the application (e.g. application failure, damage or loss of data uploaded by you), even if you have notified us in advance, that such damage could occur. Furthermore, we are not liable for any non-property damage caused to you.
- 8.3. You are solely responsible and liable for the content and accuracy of any information, material, or communications you published, or caused to be published, in the application. We do not monitor, edit, endorse, verify or otherwise certify the content of any information, material, or communications made or provided by you and other users. If any user becomes aware of any issues arising in relation to any such content published in the application, it must immediately notify us about such infringement.

8.4. Moreover, we are not liable for any damage associated with configuration of the application, integration or other interference with the application made by you.

8.5. Should we nevertheless be obliged to compensate you for any damage, this obligation will be limited to a maximum of CZK 10.000.

9. IDEMNIFICATION

9.1. You agree to indemnify, defend and hold harmless us as the providers from and against

9.1.1. Any and all claims of third parties relating to, arising out of or resulting from your use of application or other breach of the terms;

9.1.2. any other loss, damage, costs or expenses which may incur or which we may suffer from either directly or indirectly as a result of your use of the application against the terms or applicable law.

10. PERSONAL DATA PROTECTION

10.1. The processing of personal data is governed by the principles of personal data protection, which are available at https://nelly-academy.com/Privacy-policy_Nelly.pdf.

11. COMMUNICATION

11.1. Any requests, notifications or other messages made under these terms shall be made in English language, otherwise they are deemed not to be made.

11.2. Each notification, report or other communication between us will be made in electronic form via your email address, for which your account has been set up, and our email address letstalk@nelly-academy.com. The written form requirement shall be deemed to be fulfilled if the electronic text with a simple electronic signature is delivered to the above specified e-mail address of the other party.

11.3. Electronic message shall be deemed to have been delivered at the time specified in the electronic acknowledgment of receipt or, in the absence of such acknowledgment, on the day following the day on which the electronic message was sent.

12. PROVISIONS REQUIRED BY THE DIGITAL PLATFORM PROVIDERS

12.1. The application can be downloaded from digital platforms (Google Play and AppStore). These terms of use govern only the relation between you and us as the provider of the application. These terms do not apply in relationship with any of the digital platforms and/or its providers. We are solely liable for the application, while the providers of digital platforms are not liable for the application and its contents. In case of discrepancy between the provision of these terms and terms of the provider of the digital platforms, the terms of the provider of the digital platform shall apply (e.g. Apple Media Services Terms and Conditions).

12.2. If you have downloaded the application from the AppStore, you may only use the application on Apple-branded devices that you own or control or through accounts linked by Family Sharing to the account from which you downloaded the application. You must comply with the Terms of Use set forth in the Apple Media Services Terms and Conditions.

12.3. If the parties agree to provide any support and maintenance for the application, it shall be provided only by us. You and we mutually agree that the providers of digital platforms shall have no obligation to provide any support and maintenance services in relation to the application. To the extent that we have not excluded a warranty, whether arising by rule of law or these terms, the warranty is provided solely by us. In the event of a breach of any warranty, if any, you may contact us and we may refund the price of the download of the application (if downloaded for a fee). However, the providers of digital platforms shall

have no obligation to settle any warranty claims, or your other claims, injury, liability, damages, costs or other expenses related to the breach of warranty, all of which shall be our sole responsibility. Only us, and not the providers of digital platforms, shall be responsible for the settlement of your claims related to the application and/or its use, in particular arising from liability for product defects, damage caused by defects or non-compliance with legal provisions, whether relating to personal data, consumer rights or any other similar area, including the legal framework of HealthKit and HomeKit.

- 12.4. Should a third party claim that the application or your use of the application infringes its intellectual property rights, you and us shall be solely responsible for investigating, defending, prosecuting and settling such claim. You shall reimburse us for damages and costs incurred by us in such action upon our request.
- 12.5. You warrant and represent that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 12.6. When using the application, you must comply with the relevant terms and conditions of third parties (e.g. Internet providers). Providers of digital platforms and their affiliates are third party beneficiaries of these terms and have the right to enforce the terms against you.

13. CHANGE OF TERMS

- 13.1. We reserve the right to change, modify, add or remove any part of the terms to a reasonable extent, in particular the scope of digital platforms, the conditions of personal data protection, prices for the use of application, intellectual property provisions, system requirements, provisions required by the digital platform providers etc. We will notify you with any change in time and make the new version of the terms available to you by sending to your email address. If you do not reject the change within 15 days of notification, it is considered that you have accepted the new wording of the terms. If you reject the change, you must immediately stop using the application within 10 days. During this period, the latest agreed wording of the terms shall apply.

14. FINAL PROVISIONS

- 14.1. All legal relationships between the us related to these terms shall be governed by the laws of the Czech Republic.
- 14.2. Any dispute between us shall be settled amicably. If we fail to reach an amicable resolution to the dispute then any disputes shall be finally decided by a general court determined according to our registered office.
- 14.3. The invalidity, ineffectiveness, apparentness or unenforceability of any part of the terms does not affect the remaining parts of the terms. Each of us undertake to replace any invalid, ineffective, apparent or unenforceable part of the terms with a valid, effective, not apparent and enforceable part of the same commercial and legal significance within 14 days from the date of receipt of the request from the other party.

These terms are effective from 01.10.2022