



GENERAL CONDITIONS OF USE OF THE WEBSITE, MOBILE APPLICATION AND SERVICES OFFERED BY FLOWDRON S.R.L.

These Conditions govern access to the website, the mobile application and, in general, the www.flowdrone.com platform and the services made available therein, regulating their proper use.

Use of the platform and the services contained therein implies full acceptance by the User, whether Customer or Pilot, of these Terms, which are acknowledged by the same and binding on the same. If the User does not intend to accept these Conditions and comply with applicable regulations, he/she is invited not to make any registration and not to use the services made available.

Flowdrone S.r.l. may amend these Conditions periodically, if it deems it appropriate, by publishing on the website and mobile application the updated version of the same; the User is invited to consult them regularly. The use of the website, mobile application and services after the date on which such changes are made implies acceptance by the User of the updated version of the Terms. If the User does not accept these changes, he/she is requested not to use the website, application and related services.

1. COMPANY.

1.1. The website, application, related content and services offered are designed, managed and administered by Flowdrone S.r.l. (P.IVA 09994870963) having its registered office in Via Melchiorre Gioia n. 66, 20125 - Milan (Italy).

2. REGISTRATION AND SUBSCRIPTION OF SERVICES.

2.1. The services provided are not intended for persons under eighteen (18) years of age (or otherwise under the law of their country). Users who have not reached the required age are requested not to proceed with registration and not to subscribe to any services. If it becomes known that the User is under eighteen (18) years of age or the age required in his/her country to be of legal age (i.e., has voluntarily misrepresented his/her age during the registration process), Flowdrone S.r.l. will immediately cancel any registration or subscription of the User and discontinue the provision of services.

2.2. The User may register or subscribe to the services made available from time to time.

2.3. When registering or subscribing to the services, the User is required to provide accurate and truthful information. The User agrees to promptly inform

Flowdrone S.r.l. in case of any changes in the information provided at the time of registration or subscription to the services in order to ensure that the same User can receive messages sent by Flowdrone S.r.l. avoiding that such messages are erroneously transmitted to third parties.

2.4. If the User is registered to a service that requires prior authentication (e.g., an account), the User agrees to notify Flowdrone S.r.l. immediately if they suspect that there has been unauthorized access to their account or that their password has been hacked. Liability arising from the use of the account remains solely with the User, provided that such use is attributable to the User or results from the User's failure to take appropriate password protection measures.

2.5. In case of violation by the User of the provisions contained in these Terms, Flowdrone S.r.l. shall be entitled to cancel the User's registration or subscription, block the User's account and/or deny, limit, suspend or revoke the User's access to the platform and services.

3. SERVICE CONTENT.

3.1. Flowdrone S.r.l. makes available to Users, who intend to make use of it, a web based service that allows: a) the Customer to enter a request for work by identifying, in the geographical area of interest and in a given period, a drone Pilot available to perform the requested activity; b) the Pilot to send a request for quotation for that type of activity by concluding, with the Customer who accepts, a contract of service having effect exclusively between the Parties without any responsibility of Flowdrone S.r.l. which will simply file the contract concluded between the Parties collecting, where applicable, the fee for the agreed service.

3.2. The Customer, at the conclusion of the service, may evaluate and comment on the service offered by the Pilot, contesting any critical issues to Flowdrone S.r.l. which, however, without any responsibility, will limit itself to collecting such objections by acting as an intermediary between the Parties and resolving, where there are prerequisites, the dispute that has arisen.

3.3. Flowdrone S.r.l. will make available to the Pilot the possibility, upon payment of a fee, to have a "Pro" profile with additional services compared to the "Basic" profile, better specified in the presentation of the same.

4. PILOT'S OBLIGATIONS.

4.1. It will be the pilot's burden, when registering to the platform owned by Flowdrone S.r.l., to enter truthful information regarding the property identity and activity performed by him/her (including pilot license, professional insurance etc.).



4.2. If Flowdrone S.r.l. becomes aware of the falsity of the entered information it may, without prior notice, cancel the Pilot's registration and subscription to the offered service.

4.3. The Pilot shall also be responsible for all activities carried out with his/her account including the publication of content (information, images, video clips etc.) and the publication of advertisements for the sale of products owned by him/her, relieving Flowdrone S.r.l. from any responsibility in this regard.

5. DURATION AND TERMINATION.

5.1. The User's registration and subscription to one or more services, will be effective from the moment the relevant procedure is completed.

5.2. These Terms, and any subsequent versions of these Terms that may be published by Flowdrone S.r.l., shall be effective for as long as the User makes use of the accesses and services provided.

5.3. The User has the right to withdraw freely and at any time from registration to the site or subscription to a service, without having to justify the reason; to exercise this right, the User must send an e-mail to help@flowdrone.com. Flowdrone S.r.l. undertakes to give confirmation to the User of the withdrawal from the registration or subscription.

5.4. Flowdrone S.r.l. shall have the right to terminate or suspend at any time the User's registration or subscription to a service by the User, with immediate effect and at its own discretion, in the event of serious breach by the User of the provisions contained in the General Terms of Use, without prejudice to any other legal right. Flowdrone S.r.l. will inform the User of the termination or suspension, as the case may be, by means of a communication transmitted by e-mail or by mail. The User's registration or subscription will be disabled.

6. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS.

6.1. The material and information on the platform, in whole or in part, are the property of Flowdrone S.r.l. All rights to them, internationally, are reserved. Such material is for informational and/or promotional purposes.

6.2. You may not, in any form and/or by any means and for any purpose whatsoever, even in part, do any of the following with respect to the website and/or mobile application, any material on the site or related software: reproduce (except for reproduction for personal, non-commercial use), publish, disclose, transmit, make available to the public, republish, distribute, display, remove, delete, add to, or otherwise modify, create

and/or use derivative works or otherwise inspire, sell or take part in any way in the sale. Downloading or copying, where authorized in writing by Flowdrone S.r.l., does not imply the purchase by the User of any right, title or interest, in the material or software.

6.3. Users will retain ownership of all proprietary rights to videos, photographs, still images, audio and/or other material that Flowdrone S.r.l. has permitted them to post. Notwithstanding the foregoing, User grants Flowdrone S.r.l. a non-exclusive, royalty-free, perpetual, transferable, irrevocable and unlimited territorial license to use (also in combination with other audio and/or video and/or photographic materials) and, therefore, fix, within the website and/or mobile application and/or on any other medium (whether digital, electronic or paper), reproduce, modify, adapt, translate, distribute, publish, display, reproduce in public the User's content, committing moreover not to object to the publication, use, modification, deletion and exploitation of the same by Flowdrone S.r.l.

6.4. With the use of the services, Users assume sole responsibility about the right to use the content published by them, indemnifying and holding Flowdrone S.r.l. harmless from any claim and/or request for compensation made by third parties for the violation of the rights of the latter.

7. LINKS TO OTHER WEBSITES.

7.1. The platform may contain links to other websites. Flowdrone S.r.l. does not exercise any control over them and is not responsible for, nor can it be held liable for, the accessibility of third-party sites or their contents.

7.2. The presence of links to other websites, as well as the presence of references to third party information, products or services in the links, does not constitute an endorsement, in any way or under any circumstances, by Flowdrone S.r.l. of the aforementioned websites, information, products or services, nor may it be construed as such. Any questions or comments regarding the websites in question should be directed to the operators of those websites.

7.3. Except with Flowdrone S.r.l.'s prior written consent, the User is not authorized to framing the website into other websites or creating links to any part or page of the website and/or to the material or any part thereof.

8. WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY.

8.1. The site, mobile application, its content and services are provided free of charge, except for "Pro" profiles, on an "as is" basis. Flowdrone S.r.l. makes no warranties with respect to the site, the mobile application, its content or



services, such as - but not limited to - any warranties of continuity and absence of interruptions or errors in operation, protection against malicious programs (such as viruses, bugs, malware or the like), suitability for certain purposes, and indeed expressly disclaims any such warranties.

8.2. Because the services are offered free of charge Flowdrone S.r.l. makes every effort to ensure that the information made available through the website and mobile application is accurate and up-to-date. However, Flowdrone S.r.l. cannot under any circumstances guarantee the accuracy of such information or that such information is free of errors or omissions and expressly disclaims any warranty or liability in this regard. Flowdrone S.r.l. reserves the right to update and/or modify the content of the site and mobile application at any time without notice and without incurring any liability.

8.3. The User is responsible for evaluating the information and content of which he/she becomes aware through the site. Use of the site involves the assumption of all related risks, and the User assumes all and responsibility for any interruptions in its use, loss of data, and costs associated with the support and maintenance of hardware and/or software used in connection with the site.

8.4. The User hereby agrees to release Flowdrone S.r.l. from any liability for any reason whatsoever, for any possible damage, including, without limitation, any direct or indirect damage of any kind, loss or expense, which are due to, or otherwise consequential upon, the use of the site, the services, the content of the site or related to it, of any linked sites or their use as well as the inability of any person to make use of them, or related to any malfunction, error, omission, interruption, defect, delayed operation or delayed transmission, computer virus or line or system malfunction, even in the event that the person had knowledge of the possible occurrence of such damage, loss or expense.

9. USER RESPONSIBILITY.

9.1. The User, whether Customer or Pilot, is totally and exclusively responsible for the use of the services offered by Flowdrone S.r.l. and is therefore the sole guarantor and responsible for the goods and services offered through the services made available by Flowdrone S.r.l. as well as for the correctness, completeness and lawfulness of any advertisements and its own behavior in the context of contact between Users.

9.2. The Pilot who intends to offer his own goods for sale, guarantees the availability and/or ownership of the property subject of the advertisements themselves

guaranteeing, also, that their ads do not violate any copyright or industrial property right or other right of third parties. In the event of a dispute by a third party regarding any ad or conduct related thereto, the Pilot assumes full responsibility and agrees to hold Flowdrone S.r.l. harmless and indemnified from any damage, loss or expense.

9.3. User agrees to indemnify and hold harmless Flowdrone S.r.l., from any loss, liability, claim or demand in court that is made by a third party and due to User's use of the website, mobile application and services, or otherwise arising therefrom, in violation of these Terms and Conditions.

10. LIMITATION OF LIABILITY OF FLOWDRON S.R.L.

10.1. Flowdrone S.r.l. makes no warranties as to the content, completeness and correctness of the services offered, any advertisements published nor with regard to the data published, nor with regard to the information subsequently provided by the User, nor with regard to the number or quality of the results obtained through the services.

10.2. Flowdrone shall in no way be responsible for the contact between the Customer and the Pilot and the service offered by the latter being the conclusion of the contract exclusively between the Parties. The same also in the case of sale of products by the Pilot through his account.

11. APPLICABLE LAW AND JURISDICTION.

11.1. The General Conditions, as well as any extra-contractual obligation arising out of or relating to them, shall be governed by the rules of Italian law and shall be interpreted in accordance therewith (with the exclusion of the rules on private international law); the application of the mandatory rules of the User's place of residence remains unaffected. All disputes arising out of, or relating to, the General Terms of Use or any non-contractual obligation arising out of or relating to them shall be exclusively deferred by the Italian courts or by the courts of the User's place of residence if so required by a mandatory rule of applicable law.

12. PROTECTION OF PERSONAL DATA.

12.1. The User, before uploading or providing personal data on the site, must necessarily read the privacy policy uploaded on the site.