

Drone Harmony - Terms of Use

Last updated on 07.12.2021

Thank you for your interest in the Drone Harmony Flight Planner Application (hereafter the “App”) and the Drone Harmony Flight Planner Internet Platform (app.droneharmony.com) (hereafter the “Web Platform”) of Drone Harmony AG (hereafter “DH”, “we” or “us”), a Swiss company limited by shares with registered offices at Spanweidstrasse 3, 8006 Zürich, Switzerland.

This document outlines the terms and conditions (hereafter the “Terms”) regarding your use of the company website (droneharmony.com) (hereafter the “Website”), the App and the Web Platform as well as your access to the content and services provided through the Website, the App and the Web Platform (hereafter the “Services”). Please read this document carefully. By using any of the Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms. You may not use the Website, the App, the Web Platform or the Services if you do not agree with all of these Terms.

The App and the Web Platform provide mission planning and ground control functionality for unmanned aerial vehicles (hereafter “UAVs”) manufactured by third parties. You understand and agree that the UAVs and related hardware as well as any other physical products used in conjunction with the App and the Web Platform are not part of the Services and that DH assumes no responsibility or duties whatsoever with respect to any third-party product or service.

1. Conclusion of Contract

The Services can be accessed through the App and the Web Platform. All pricing information featured on the App, the Web Platform, the Website, or on any other promotional material, is non-binding and does not constitute an offer to contract.

Your completion of the registration process (see Section 4 below) constitutes an offer to contract on the basis of the pricing information then provided to you. The contract between you and DH is not complete until your registration has been received and confirmed by us via e-mail.

2. License

Subject to any restrictions stated in these Terms, and your compliance with these Terms, DH hereby grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use the Services in connection with your UAV. All rights not explicitly granted in these Terms are reserved by DH.

3. Eligibility

By agreeing to these Terms you warrant and represent that:

- You are at least 18 years old and capable of sound judgment;

- Your use of the Website, the App, the Web Platform and the Services are in compliance with all applicable laws and regulations;
- If you use the Website, the App, the Web Platform or the Services on behalf of another person or entity, you warrant that you are eligible to bind the other person or entity to these Terms; and
- You have not previously been suspended or removed from using any product or service provided by DH.

Your account will be terminated immediately and without compensation if you use the Website, the App, the Web Platform or the Services while disregarding these eligibility criteria.

4. User Account and Registration

Your purchase and use of the Services require registration via a Google user account. You are solely responsible for maintaining the confidentiality of your Google account and password, and you accept full responsibility for all activities that occur under your Google account when using the Services.

5. Your Responsibilities

By using the Services, you acknowledge that you are solely responsible and assume all risks for:

- The content created by you through your use of the Website, the App, the Web Platform and the Services including reliance by a third party on your content's quality, accuracy, or reliability;
- Complying with all applicable laws and regulations for the use of the Website, the App, the Web Platform and the Services as well as any other software or hardware used in conjunction with the Website, the App, the Web Platform or the Services, including all laws regarding the safe operation of UAVs in the area in which you operate;
- Obtaining all necessary licenses and authorizations for operating any hardware or complimentary software to be used in conjunction with the Website, the App, the Web Platform or the Services in the area of operation;
- Any incident of any kind involving your UAV, including a crash or collision of your UAV with other objects or persons; and
- Any loss, liability, claim or other demand resulting from the violation of privacy rights of any individual or organization that might result from your use of the App, the Web Platform or the Services, or from the content generated through your use of the App, the Web Platform or the Services, including any personal data (such as images, videos etc.) and any metadata.

6. Free Trial

Before purchasing a subscription license (see Section 8 below), you may have the option to test the Services during a certain period of time (hereafter the "Trial Period") free of charge. The length of the Trial Period

depends on the product you purchase (see Website for details). During the Trial Period you may terminate your subscription and delete your account at any time.

By signing up for the Trial Period, you agree that your use of the Website, the App, the Web Platform and the Services during the Trial Period will be subject to these Terms and our [Privacy Policy](#).

If you purchase a subscription license after expiration of the Trial Period, before expiration of the Trial Period or directly (i.e., without making use of the Trial Period), you accept the App, the Platform and the Services “as is” and “as available” (see Section 13 below).

7. Proper use of Airspace Safety Data

The airspace safety data presented to you by our “airspace safety data partners” (Altitude Angel) is for the sole purpose of assisting you with your normal flight planning and familiarisation activities. It may be used in conjunction with other pre-flight information sources needed to satisfy all normally-expected safety and legal requirements in your territory and is not to be considered as a sole source of information to meet all pre-flight, “en-route” and post-flight activities.

You, as the pilot of your drone(s), remain the sole entity who is responsible for ensuring your flights are conducted safely and in cooperation with local and national laws and you agree to indemnify Drone Harmony and its airspace safety data partners, and/or its employees, directors, officers, partners and affiliates and/or suppliers of any liability whatsoever and howsoever caused resulting from your use, misuse and/or failure to use the data and/or application appropriately.

8. Billing and Payment

Purchase and use of the Services require you to purchase a DH subscription license. When acquiring such license, you will be prompted to provide your credit card number, bank account information, address, or other relevant information directly to a third-party payment processor.

When purchasing a subscription license, depending on the specific product and plan you choose to purchase (see Website for details), billing will occur on a one-time, monthly or annual basis with all Services being billed in advance of the relevant plan period. In addition to these periodic invoices, a separate invoice will be issued if you chose to upgrade your service plan. After purchasing, you can manage your subscription in the account settings. Your subscription will be automatically renewed if you do not cancel it at least 24 hours before expiry of the current term. Your account will be debited for the next term within 24 hours of expiry of the current subscription. In the event that payment cannot be operated or is unsuccessful, your account will be deactivated. In such case, you will not be able to use any of the App, the Web Platform or the Services until payment is operated in which case your account will be reactivated.

Safe as outlined in Section 9 below, there will be no refunds or credits for early termination, downgrades, partial or no use of the App, the Web Platform or the Services and partial or no use of subscription periods.

9. Termination

You agree that we may suspend, discontinue or terminate your use of the Website, the App, the Web Platform and/or the Services at any time with or without cause. Likewise, you may terminate your account at any time. You are not entitled to any compensation whatsoever in the event of termination.

Notwithstanding the above, in the event of termination by us without cause (i.e., despite full compliance by you with these Terms), any subscription fees already paid will be reimbursed on a pro-rata basis. No such reimbursement will be due with respect to a subscription granted against one-time payment unless your use of the App, the Web Platform and the Services has been for less than 5 years in which case we will reimburse you on a pro-rata basis.

The following Sections shall survive and remain in full force and effect despite termination: Your Responsibilities, Proprietary Rights, Personal Data, Disclaimer, Limitation of Liability, Indemnity, as well as Applicable Law and Jurisdiction.

Please read our [Privacy Policy](#) on how we treat your information after discontinuing the use of the App, the Web Platform or the Services and closing your Account.

10. Proprietary Rights

Unless otherwise stated, all proprietary rights related to the Website, the App, the Web Platform and the Services are owned and operated by DH. Unless otherwise specifically permitted in writing, you must not (a) reproduce, duplicate, copy, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit any portion of the Website, the App, the Web Platform or the Services; (b) modify, disassemble, decompile or reverse engineer any of the Website, the App, the Web Platform or the Services; (c) remove, circumvent, disable, damage or otherwise interfere with security-related features that prevent or restrict use or copying of any portion of the Website, the App, the Web Platform or the Services; (d) remove or delete any copyright, trademark or other proprietary rights notices from any portion of the Website, the App, the Web Platform or the Services; or (e) use our names, logos, product and service names, trademarks or services marks unless expressly permitted in writing.

11. Personal Data

The use of personal data is regulated by our [Privacy Policy](#) which is an integral and binding part of these Terms. By using the Website, the App, the Web Platform or the Services, you agree that we can use, process and store your personal data in accordance with our [Privacy Policy](#).

12. Your Content

You retain the right to any data created by you through your lawful use of the Website, the App, the Web Platform and the Services including your images, videos, flight plans, flight logs, flight scene environment and

flight metadata (hereafter the “Content”). If you choose to upload, share, or in any other way make publicly available any or all of the Content, you:

- take full responsibility for the consequences of uploading, sharing, and making the Content publicly available;
- agree to indemnify and protect DH against any loss, liability, claim or any other demand from a third party that results from your uploading, sharing, and making the Content publicly available; and
- agree that DH may (but is not obligated to) review, filter, edit, censor or control the Content and block, remove, screen or edit Content which (at DH’s sole discretion) is inappropriate, inadequate, offensive, or violates these Terms or any applicable law or regulation.

Further, you may choose to, or we may invite you to submit comments, suggestions, or ideas about the Website, the App, the Web Platform or the Services, including on how to improve the Website, the App, the Web Platform and the Services (hereafter “Feedback”). By submitting any Feedback, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place us under any fiduciary or other obligation. We may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you.

For more information on how we use and store your content please read our [Privacy Policy](#).

13. Disclaimer

THE WEBSITE, THE APP, THE WEB PLATFORM AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND (EXPRESS OR IMPLIED) INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR USAGE FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SUITABILITY FOR A PARTICULAR CAUSE, QUALITY, TIMELINESS, RELIABILITY OR AVAILABILITY.

DH EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE WEBSITE, THE APP, THE WEB PLATFORM OR THE SERVICES WILL BE AVAILABLE UNINTERRUPTED OR ERROR-FREE, WITHOUT VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RISK FOR DAMAGES THAT MAY OCCUR AS A RESULT OF USING THE WEBSITE, THE APP, THE WEB PLATFORM OR THE SERVICES.

FURTHERMORE, YOU AGREE THAT YOU ARE USING THE WEBSITE, THE APP, THE WEB PLATFORM AND THE SERVICES AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH, DAMAGE TO YOUR PROPERTY, DAMAGE TO THIRD-PARTY PROPERTY, VIOLATION OF LAWS, RULES OR REGULATIONS, LOSS OF DATA OR COMPROMISE OF YOUR OR THIRD-PARTY INFORMATION AND PRIVACY.

IN PARTICULAR, YOU AGREE AND ACKNOWLEDGE THAT THE WEBSITE, THE APP, THE WEB PLATFORM AND THE SERVICES ARE PROVIDED WITHOUT KNOWLEDGE BY DH OF THE ACTUAL CIRCUMSTANCES AND CURRENT LOCAL CONDITIONS OF THE AREA WHERE YOUR UAV IS BEING OPERATED. ACCORDINGLY, PRIOR TO EACH LAUNCH OF YOUR UAV, YOU MUST CAREFULLY EXAMINE AND VERIFY ALL DATA AND SERVICES AGAINST ACTUAL

CIRCUMSTANCES AND CURRENT LOCAL CONDITIONS OF THE AREA WHERE YOUR UAV IS BEING OPERATED. OPERATION OF YOUR UAV IN CONJUNCTION WITH THE APP, THE WEB PLATFORM AND THE SERVICES IS YOUR OWN RESPONSIBILITY.

14. LIMITATION OF LIABILITY

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL DH OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, PARTNERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), IN CONNECTION WITH OR OTHERWISE RESULTING FROM ANY USE OF THE WEBSITE, THE APP, THE WEB PLATFORM OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT, WARRANTY, STATUTE OR OTHERWISE.

IN PARTICULAR, DH SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF (I) YOUR USE OF OR RELIANCE ON THE WEBSITE, THE APP, THE WEB PLATFORM OR THE SERVICES, INCLUDING ANY DAMAGES RESULTING FROM ANY KIND OF INCIDENT INVOLVING YOUR UAV SUCH AS (WITHOUT LIMITATION) A CRASH OR COLLISION OF YOUR UAV WITH OTHER OBJECTS OR PERSONS, OR (II) YOUR INABILITY TO ACCESS OR USE THE WEBSITE, THE APP, THE WEB PLATFORM OR THE SERVICES. LIKEWISE, DH SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND DH'S REASONABLE CONTROL.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, THE APP, THE WEB PLATFORM OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF THE WEBSITE, THE APP, THE WEB PLATFORM AND THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, DH'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

15. INDEMNITY

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS DH, ITS OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, PARTNERS AND LICENSORS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF THE WEBSITE, THE APP, THE WEB PLATFORM OR THE SERVICES, (II) YOUR VIOLATION OF THESE TERMS, (III) DH'S USE OF YOUR CONTENT, (IV) THE INFRINGEMENT BY YOU, OR ANY THIRD PARTY USING YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, OR (V) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD PARTY. WE RESERVE THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE

REQUIRED TO INDEMNIFY US AND YOU AGREE TO COOPERATE WITH OUR DEFENSE OF SUCH CLAIMS. YOU AGREE NOT TO SETTLE ANY SUCH CLAIM WITHOUT OUR PRIOR WRITTEN CONSENT. WE WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION OR PROCEEDING UPON BECOMING AWARE OF IT.

16. Entire Agreement

These Terms, accompanied by the documents incorporated by reference, constitute the entirety of the agreement between you and us. They supersede any communications or previous agreements (oral or written) with respect to the Website, the App, the Web Platform or the Services.

17. Severability

In case any provision in these Terms is held to be invalid, illegal or unenforceable in any jurisdiction then such provision shall, as to such jurisdiction, be ineffective to the extent of the invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions. In no event shall the invalidity, illegality or unenforceability of a particular provision in a particular jurisdiction invalidate such provision with respect to any other jurisdiction.

18. Modification of Terms

We reserve the right to change these Terms at any time and without notice. The date at the top of this page indicates when revisions were last made. Modified versions of these Terms are effective upon publication on the Website. By continuing to use the Website, the App, the Web Platform or the Services, you agree to be bound by the updated, amended, or modified Terms. If you do not agree to be bound by the modified Terms, we may revoke the license granted to you under Section 2 above and terminate your subscription and account with immediate effect and without compensation.

19. Applicable Law and Jurisdiction

These Terms as well as the use of the Website, the App, the Web Platform and the Services, and any issue arising out of it shall be governed in all respects by the laws of Switzerland, except its conflicts of law principles.

The ordinary state courts in Zurich, Switzerland, shall have exclusive jurisdiction to resolve any dispute, controversy or claim arising out of, or in relation to, the relationship between you and us, including the validity, invalidity, breach, or termination of our contract or of these Terms.

If you have questions regarding these Terms you may contact us by mail or email using the information below:

Drone Harmony AG
Spanweidstrasse 3
8006 Zürich, Switzerland
contact@droneharmony.com