POWER TECHNOLOGY P.S.A.

TERMS OF SERVICE PROVIDED BY ELECTRONIC MEANS

Version 1.0 · Effective from: to be confirmed

DRAFT — document pending legal review

> Draft for review by a lawyer before publication. This English version is provided for information; in case of discrepancies the Polish version prevails.

§ 1. General provisions

1. These terms (hereinafter: the "Website Terms") set out the types, scope and conditions of the services provided by electronic means on the website fpv.power-technology.pl, the conditions for concluding and terminating contracts for the provision of those services, and the complaints procedure. The Website Terms are the terms referred to in Article 8 of the Polish Act of 18 July 2002 on Providing Services by Electronic Means.
2. The Service Provider is Power Technology P.S.A., with its registered office in Lubicz Górny, ul. Widokowa 8, 87-162 Lubicz Górny, Poland, entered in the Register of Entrepreneurs of the National Court Register (KRS) under number 0001087392, NIP 8792755036, REGON 527760094, email address: biuro@power-technology.pl.
3. The Website Terms are made available free of charge on the Website before a contract for the provision of services by electronic means is concluded, in a way that allows them to be downloaded, stored and printed.
4. The rules for concluding and performing contracts for participation in courses are set out in the Training Terms and Conditions. The rules for processing personal data are set out in the Privacy Policy, and the rules for using cookies in the Cookie Policy.
5. The Service Accessibility Information published on the Website supplements the Website Terms with regard to the information referred to in Article 32(2)(1) of the Polish Act of 26 April 2024 on ensuring compliance with accessibility requirements for certain products and services by economic operators.

§ 2. Definitions

Capitalised terms used in the Website Terms have the following meanings:

1. **Service Provider** – Power Technology P.S.A., referred to in § 1(2).
2. **Website** – the website run by the Service Provider at fpv.power-technology.pl, together with its language versions.
3. **User** – any person using the Website.
4. **Consumer** – a User who is a natural person using the Website for a purpose not directly related to their business or professional activity.
5. **Account** – a set of resources and settings in the Service Provider's IT system, identified by the User's email address, in which the User's data and information about their Orders are stored.
6. **Customer Panel** – the part of the Website available after logging in to the Account.
7. **Services** – the services provided by electronic means by the Service Provider on the Website, described in § 3.
8. **Login Link** – a one-time link that allows the User to log in to the Account, sent to the email address assigned to the Account.
9. **Training Terms and Conditions** – the terms setting out the rules for concluding and performing contracts for participation in courses organised by the Service Provider.
10. **Order** – an order for participation in a course within the meaning of the Training Terms and Conditions.
11. **Unlawful Content** – content that is contrary to the law or infringes personal rights or the rights of third parties, including intellectual property rights, as well as offensive, vulgar or discriminatory content or content inciting violence.

§ 3. Types and scope of the Services

1. The Service Provider provides the following Services on the Website:
   - a) making the content of the Website available, including information about courses, course dates and prices, and guides for drone pilots,
   - b) making a contact form available, including a form for enquiries about group courses,
   - c) making the Order form available, allowing a contract for participation in a course to be concluded under the Training Terms and Conditions,
   - d) maintaining the Account and the Customer Panel, which in particular allows the User to view Orders and payment status, proceed to payment, complete Participants' details and invoice details, download documents (including the Training Terms and Conditions, model forms and invoices), receive messages from the Service Provider and submit a notice of withdrawal from the contract,

- e) remembering the selected language version of the Website and cookie settings.

2. The Services are provided free of charge. Only participation in the courses is subject to payment, under the Training Terms and Conditions. The costs of internet access and data transmission are borne by the User in accordance with their contract with their service provider.
3. A contract for the provision of a Service referred to in paragraph 1(a), (b), (c) and (e) is concluded when the User starts using the given Service and terminates when they stop using it (in the case of forms – when the form is sent or the User decides not to send it).
4. The contract for maintaining an Account is concluded for an indefinite period when the Account is created (§ 5).

§ 4. Technical requirements and risks

1. To use the Website, the following are necessary:
   - a) a device with internet access,
   - b) an up-to-date version of a web browser (e.g. Chrome, Firefox, Safari, Edge) with JavaScript and strictly necessary cookies enabled,
   - c) an active email address – if an Account is created or an Order is placed,
   - d) a Google account – only if logging in with Google,
   - e) software capable of reading PDF files – to open documents.
2. The Service Provider informs Users that using services provided by electronic means involves typical risks, such as malware, attempts to obtain data fraudulently (phishing), unsolicited messages (spam) and unauthorised access to data. To reduce these risks, the User should use up-to-date software and anti-virus protection, use a strong password, not share login details or Login Links with other persons, and check that they are connecting to the Website at the correct address and over an encrypted connection.
3. The Service Provider never asks for a password by email or by telephone.

§ 5. Account

1. An Account is created automatically when the first Order is placed and, if the Website provides this function, also via a registration form. Creating an Account requires acceptance of the Website Terms.
2. The User can log in to the Account:

- a) using a Google account – in this case Google provides the Service Provider with basic account data (in particular first name, surname and email address), under the rules described in the Privacy Policy,
- b) using an email address and a password, which should consist of at least 12 characters,
- c) using a Login Link sent to the email address assigned to the Account; the Login Link is valid for the time stated in the message and can be used only once.

3. The Account is personal. Only one Account may be assigned to one email address. The User is obliged to keep their login details confidential and to inform the Service Provider without delay of any suspected unauthorised access to the Account.
4. The User is obliged to provide true and up-to-date data and to update it in the Customer Panel.
5. Maintaining an Account is free of charge.

§ 6. Rules for using the Website

1. The User is obliged to use the Website in accordance with the law, good practice and the Website Terms, and in a way that does not disrupt its operation.
2. The User is prohibited from providing Unlawful Content, in particular via forms and messages sent on the Website.
3. In particular, the following are prohibited:
   - a) taking actions aimed at gaining unauthorised access to the Website, other Users' Accounts or the Service Provider's systems,
   - b) introducing malware to the Website,
   - c) automatically downloading Website content or placing Orders using bots and scripts,
   - d) sending unsolicited commercial communications,
   - e) providing third parties' data without a legal basis.
4. To protect against automated form submission, the Website uses the Cloudflare Turnstile verification mechanism, under the rules described in the Privacy Policy and the Cookie Policy.

§ 7. Content and intellectual property rights

1. The content made available on the Website, including texts, photographs, videos, graphics, logos and the layout of the Website, is protected by law, in particular by copyright. Copying and distributing it for commercial purposes without the Service Provider's consent is prohibited, except where permitted by law.

2. The guides published on the Website are for information and educational purposes only. They are no substitute for training provided by an authorised entity or for knowledge of the applicable rules on unmanned aircraft flights.

§ 8. Termination of the contract and deletion of the Account

1. The User may at any time, without giving any reason and without incurring any costs, terminate the contract for maintaining the Account by deleting the Account using the function in the Customer Panel or by sending a request to delete the Account to biuro@power-technology.pl. A Consumer may also withdraw from the contract for maintaining the Account within 14 days of its conclusion, in particular by deleting the Account.
2. Deleting the Account does not affect concluded contracts for participation in courses. If, when deleting the Account, the User has Orders that have not been completed, the Service Provider informs them that after the Account is deleted, communication concerning those Orders, including the provision of documents and the submission of statements, will take place by email only.
3. After the Account is deleted, the Service Provider deletes or anonymises the data associated with it, except for data whose further storage is required by law (in particular accounting records) or necessary to establish, pursue or defend claims – under the rules described in the Privacy Policy.
4. The Service Provider may terminate the contract for maintaining the Account for good reasons, with 14 days' notice, informing the User by email. Good reasons include in particular: the User's breach of the Website Terms, the discontinuation of the Website or a change in the law that makes it impossible to provide the Services.
5. If the User provides Unlawful Content, takes actions that threaten the security of the Website or other Users, or grossly breaches the Website Terms, the Service Provider may immediately block access to the Account and terminate the contract with immediate effect, informing the User and giving reasons. Blocking does not affect the performance of concluded contracts for participation in courses; communication concerning those contracts then takes place by email.

§ 9. Complaints about the Services

1. Complaints about the Services may be submitted by email to biuro@power-technology.pl or in writing to the Service Provider's address.
2. A complaint should include the User's contact details and a description of the problem, including – if possible – the date it occurred and the type of device and browser. The Service Provider may ask for information necessary to consider the complaint to be completed.
3. The Service Provider considers the complaint within 14 days of the date of its receipt and sends the response to the User's email address or, at the User's request, to their correspondence

address.

4. Complaints about courses are handled under the Training Terms and Conditions, and complaints about accessibility under the Service Accessibility Information.

§ 10. Liability and technical interruptions

1. The Service Provider makes every effort to ensure that the Website operates continuously and correctly. The Service Provider may carry out technical work that makes the Website temporarily unavailable; where possible, it gives notice of planned work on the Website and tries to carry it out at times of lowest traffic.
2. The Service Provider is not liable for disruptions to the operation of the Website resulting from causes for which it is not responsible, in particular force majeure, failures of telecommunications networks, the operation or unavailability of third-party services (e.g. Google, PayU, Cloudflare) or the User's failure to meet the technical requirements.
3. The provisions of this section do not exclude or limit the Service Provider's liability towards Consumers to the extent that it arises from mandatory provisions of law.

§ 11. Personal data and cookies

1. The Service Provider is the controller of Users' personal data. Detailed information on the processing of personal data is contained in the Privacy Policy.
2. The rules for using cookies and similar technologies, and how to give and withdraw consent to their use, are set out in the Cookie Policy.

§ 12. Changes to the Website Terms

1. The Service Provider may amend the Website Terms for good reasons, in particular in the event of a change in the law, a change in the scope or manner of providing the Services, the introduction of new Website functions, for security reasons or to remove ambiguities.
2. Information about the changes is published on the Website at least 14 days before they take effect, and Account holders also receive it by email. A User who does not accept the changes may terminate the contract for maintaining the Account before they take effect, under § 8(1).
3. Changes to the Website Terms do not affect the rules for performing contracts for participation in courses concluded before the changes take effect.

§ 13. Final provisions

1. The Website Terms are governed by Polish law. The choice of Polish law does not deprive a Consumer habitually resident in another Member State of the European Union of the protection afforded to them by provisions of the law of that state that cannot be derogated from by agreement.
2. A Consumer may use the out-of-court means of handling complaints and pursuing claims described in the Training Terms and Conditions, in particular the assistance of a municipal or district consumer ombudsman and of the provincial inspector of the Trade Inspection.
3. In the event of discrepancies between language versions of the Website Terms, the Polish version prevails.
4. The Website Terms take effect on [EFFECTIVE DATE].