

# GENERAL TERMS AND CONDITIONS

Welcome to the service provided by **DroneCakes Korlátolt Felelősségű Társaság** (registered office: 1037 Budapest, Pomázi út 11., company registration number: 01-09-397175, tax number: 27767199-2-41).

Once you have read the Terms and Conditions, you will be aware of what you can expect from us when using DRONECAKES.COM services and what we expect from you.

These Terms and Conditions reflect the way DRONECAKES.COM does business, the laws that apply to our Company, and certain other considerations. As a result, these Terms and Conditions help to define DRONECAKES.COM's relationship with you in relation to your use of our services.

We grant you permission to use our services if you accept these Terms and Conditions, which reflect how DRONECAKES.COM operates as a website and how we earn revenue. When we use the term "DRONECAKES.COM", we also refer to DroneCakes Korlátolt Felelősségű Társaság (registered office: 1037 Budapest, Pomázi út 11., company registration number: 27767199-2-41) and its affiliates.

If you use DRONECAKES.COM's services on behalf of a company or other entity other than an individual, by accepting these Terms and Conditions you also declare that you are entitled to represent the company or entity in accordance with the law or corporate resolutions.

**FIRST OF ALL, PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, BECAUSE BY CLICKING ON THE "I ACCEPT" BUTTON OR BY REGISTERING OR USING THE SERVICE, YOU DECLARE THAT YOU HAVE READ AND ACCEPT THIS AGREEMENT AND THAT YOU ARE ENTITLED TO ACT ON BEHALF OF THE OWNER OF THIS ACCOUNT AND TO ENTER INTO THIS AGREEMENT.**

## **Interpretative provisions**

**"Account"** means the account used in the Service.

**"Confidential Information"** means all proprietary data and other information that one party provides to the other party in writing and marked "confidential" or provides orally by also providing it in writing within five business days marked "confidential". Confidential Information shall not include information that is or becomes public, is already in the possession of the receiving Party prior to disclosure by the other Party, or is independently developed by the receiving Party without the use of Confidential Information.

**"Customer Data"** or **"Dronecakes Data"** means data about the characteristics and activities of Users that DRONECAKES.COM collects, processes or stores about you when you use the Service.

**"Service"** means the set of services provided by DRONECAKES.COM during or in connection with the use of the DRONECAKES.COM site.

**"Personal Data"** is any information that relates to an identified or identifiable individual and may include information about how you engage with our Services (e.g. device information, IP address) and that is classified as such by law.

"**Website**" means DRONECAKES.COM and its associated websites.

"**Request**" means a series of interactions that result in the system sending data to the Service for processing. Examples of Requests are page view requests and e-commerce requests. Requests may or may not be invocations of the Service through various libraries (for example, Requests may be sent to the Service through other protocols and mechanisms supported by Droncakes.com and made available to you by the Service).

The "**Platform Main Page**" is the interface through which you can access certain features of DRONECAKES.COM.

"**Processing Software**" means DRONECAKES.COM's server-side software and all updates thereto that analyze Customer Data and generate Reports.

"**Profile**" means the set of settings and related data for the user account created by the user.

"**Privacy Policy**" means the applicable privacy policy of DRONECAKES.COM.

"**Report**" means the analysis that can be viewed on DRONECAKES.COM, which may include an analysis of a Profile.

"**Servers**" means the servers controlled by any company connected to the DRONECAKES.COM system that host the Processing Software and Customer Data.

"**SDKs**" means certain software development kits, including all patches, updates and extensions provided to you, that are used by an application or built into an application for the purpose of collecting Customer Data.

"**Software**" means the Processing Software, DroneCakes' own developments and SDKs.

"**Third Party**" means any third party that is not DRONECAKES.COM or a User.

"**Users**" or "**Customers**" means registered users of DRONECAKES.COM.

"**Visitors**" means persons visiting DRONECAKES.COM without prior registration.

"**Terms**" means these general terms and conditions.

The "**DRONE JOBS BOARD**" page is a sub-page of DRONECAKES where contractors can upload advertisements for drone pilots.

### **Our services**

DRONECAKES.COM is a web application designed for marketing and commercial purposes to showcase drone businesses and facilitate communication with customers. We aim to make our service available

globally, which requires us to store and transfer content and data to data centres and systems around the world (including countries outside your home/domicile).

DRONECAKES.COM is a platform to facilitate contact and communication between individuals and businesses involved in the commercial use of drones and their potential customers. The aim of DRONECAKES.COM is to facilitate the pooling of advertisements of businesses that use drones for their activities, creating their own marketing platform that defines a digital space for the presentation of these companies in line with the expectations of the 21st century.

DRONECAKES.COM raises the visibility of profiles on the World Wide Web with its own advertising and promotions.

The "DRONE JOBS BOARD" page is a free platform of DRONECAKES.COM where the customer can request offers for specific jobs with the help of the site's experts. Bids are not binding. DRONECAKES.COM undertakes to inform the client of all bids received, except in cases where the advertiser has been commissioned to carry out a professional evaluation (in specific cases).

Using the " DRONE JOBS BOARD ":

1. Users can use DRONE JOBS BOARD with an ENTERPRISE subscription.
2. The customer commissions an expert from DRONECAKES.COM to place the advertisement. DRONECAKES.COM shall notify the users of the new placement by letter, except for those who have previously unsubscribed from this possibility.
3. The fee for the expert service will be determined individually.
4. The earliest and latest dates for the submission of tenders will be specified.
5. We record the relevant details of the task to which the bid relates and classify it under the main categories CREATIVE/AGRIC/MAPPING/EEA.
6. The bidding phase opens, drone operators get to know the tasks and make their bids.
7. Users will be informed by letter after the offer has been made.
8. The bidding phase is followed by an evaluation phase, during which the advertiser or DRONECAKES.COM experts can review the bids received by the deadline and contact the users. Customer data will be used for the decision-making process.
9. IMPORTANT: Contacting or being suitable for the job does not mean that the user has been awarded the job. The client is not liable for any financial claim at this stage.
10. If the user is awarded the work, the parties may conclude an agreement/contract at the end of the selection process.
11. The process of contracting and subsequent performance between the parties takes place under the jurisdiction of the country or countries concerned. DRONECAKES.COM is not responsible in any way for the form or content of the contract between the parties concerned, nor is it a party to the legal relationship between the parties. DRONECAKES.COM shall not be liable for incorrect advertisements, possible mistranslations or other material errors, as the specific task is always agreed between the client and the contractor.
12. The images and videos are uploaded to a specific web link. The user's fee will be paid by bank transfer to the account number provided by the user.

As a user, you can search among registered users, filter users. Search process. You can also use filters to refine your search results. Search results are based on their relevance to your search and other criteria. Relevance takes into account factors such as the cost of moving to a location, availability, reviews, previous jobs and saved ads, and service requirements.

DRONECAKES.COM is not a party to contracts concluded between customers and service providers, DRONECAKES.COM does not provide private employment services, is not an employment agency, does not act as an employment agency, and does not participate in any way in disputes between the parties, and accordingly does not assume any responsibility or liability in connection with the formation, performance, termination or settlement of contracts and agreements between customers and service providers.

DRONECAKES.COM does not assume any obligation with respect to the order or intent in which the computer programs it uses display your profile in search results.

DRONECAKES.COM does not control or monitor your use of the Service and you understand that you have full discretion as to whether and when to provide or request the Service, at what price and on what terms.

DRONECAKES.COM is not responsible for and does not guarantee the existence, conduct, performance, safety, quality, legality, availability or suitability of any User, advertiser or third party.

DRONECAKES.COM assumes no responsibility for any outages or disruptions to the Internet, telecommunications infrastructure, or APIs and external services used by DRONECAKES.COM (e.g. Firebase, Stripe) that are beyond our control and may cause an interruption in the availability of

DRONECAKES.COM. DRONECAKES.COM may temporarily limit the availability of DRONECAKES.COM or certain of its functions, taking into account the legitimate interests of Users (e.g. by giving prior notice), if this is necessary due to capacity constraints, the security or integrity of our servers, or to carry out maintenance measures to ensure the proper or improved functioning of DRONECAKES.COM.

The installation of necessary maintenance and new developments may also result in the system being temporarily unavailable. Downtime for such reasons will affect up to 1% of the total annual period.

If you notice an error in the operation of DRONECAKES.COM, please report it to us as soon as possible so that we can start to correct it.

DRONECAKES.COM monitors your activity on the Site, from which it generates statistics, analyses and reports, which it may sell or use at its own business discretion. In doing so, DRONECAKES.COM will comply with the applicable data protection legislation.

As an advertiser and user, you are responsible for determining and fulfilling your obligations under applicable law to report, collect, remit or include in the price any applicable VAT or other indirect taxes, user taxes, airspace usage fees, income taxes or other taxes or fees.

Parts of DRONECAKES.COM allow you to send feedback, text, photos, audio, video, information and other content. By providing Content in any form or by any means, you grant DRONECAKES.COM a nonexclusive, worldwide, royalty-free, sublicensable and transferable license to access, use, store, copy, modify, create derivative works from, distribute, publish, transmit, stream, broadcast, and exploit such Content in any way.

By uploading content, you agree that you own all copyright and all rights of use of the uploaded content, that the uploading is lawful and does not infringe any law or the rights or protected legitimate interests of third parties.

The User has the right to create a profile free of charge, without providing his/her card details, which he/she can maintain indefinitely. A free profile never provides full service.

Users can choose between two different packages during registration: standard and enterprise. Each package is associated with different services as follows:

If Standard is chosen, the User is entitled to:

- Register by entering your credit card,
- create a profile in the Account, fill it with data / freely provide company data, contact details,
- use the site to promote your business and achieve your marketing goals,
- to promote your own drone business,
- inviting and finding partner companies
- upload reference works, show tools used
- To appear more effectively in Internet searches through SEO optimization carried out by DRONECAKES.COM within the program,
- Learn about the latest developments in the drone market,
- Participate in DRONECAKES.COM's partnership programmes and competitions,
- To display the results of your own drone business,
- participate in comparisons between registered businesses,
- establish contact with customers,
- to learn and use statistics and analytics

The Enterprise package also gives you access to all the services of the Standard package:

- detailed statistics and analytics,
- notification of changes in the area of its operation,
- notification of a changed economic environment,
- to use the featured advertising space on DRONECAKES.COM
- DRONE JOBS BOARD interface for bidding

DRONECAKES.COM registers Users in categories according to their activity (EDUCATION, SURVEY AND MAPPING, AGRICULTURAL, CREATIVE, SERVICE, OTHER). The categories that can be selected are assigned by DRONECAKES.COM and Users must indicate during registration which of them best fits their business profile. Up to one category can be selected for the free plan, up to two categories for the Standard plan and any number of categories for the Enterprise plan.

**Rules for use**

Under certain conditions you have the possibility to comment on registered users. Your comments must be accurate and must not contain discriminatory, offensive, defamatory or other language that violates our content guidelines or our review guidelines.

Please be sure to follow these rules when using DRONECAKES.COM:

- Act with integrity and treat others with respect.
- Do not make false statements, mislead others or use false information.
- Be polite and respectful when communicating or interacting with others. Follow EU nondiscrimination guidelines and do not discriminate or harass others.
- Do not hack, decrypt, compromise or damage the DRONECAKES.COM system. Do not use bots, crawling robots, other automated tools to access or collect data or other content or otherwise interact with it. Do not hack or otherwise attempt to circumvent security or technological measures used to protect the system or content. Do not disable, disassemble or reverse engineer any software or hardware used to secure DRONECAKES.COM.
- Do not engage in any activity that could damage or adversely affect the performance or proper functioning of DRONECAKES.COM. Use DRONECAKES.COM only in accordance with these terms and conditions, in good faith and in a fair and honest manner. You may use the content available through DRONECAKES.COM only if you are authorized to do so as a user of DRONECAKES.COM.
- Do not use content uploaded by others unless you have the permission of the content owner or unless such use is permitted in these terms or in another contract you have with us.
- Do not engage in any exercise that is designed to manipulate our search algorithm.
- You may not use, copy, display or mirror DRONECAKES.COM's system, any content available on DRONECAKES.COM's system, or any DRONECAKES.COM trademark, trade dress, trade dress or design without DRONECAKES.COM's permission.
- Do not use or register any domain name, social media identifier, trade name, trademark, brand name, logo or other source identifier that could be confused with the DRONECAKES.COM brand name.
- Do not offer services that violate any laws or agreements that apply to you.
- Respect your legal obligations. Know and follow the laws that apply to you, including privacy, data protection and drone use and tax rules.

If you give us someone else's personal information, we will:

- (a) you must do so in accordance with the relevant legislation,
- (b) be authorised to do so; and
- (c) you must authorise us to process the data in accordance with our Privacy Policy.

**Read and follow our terms and conditions, policies and standards.**

### **Collection of personal data**

Personal data we collect about you

Personal Data is any information that relates to an identified or identifiable individual and may include information about how you engage with our Services (e.g. device information, IP address). In many cases,

Personal Data that you provide to us directly through our Services will be apparent from the context in which you provide it:

- When you register an Account on our website, we collect your full name, email address and login details.
- When you fill out our online form to register on the site, we ask for your name, contact details, country and other information about your interest in our Services.
- When you authorise us to store information about you, we collect your name and contact details.
- When you respond to emails or surveys, we collect your email address, name and any other information you choose to include in your emails or responses. When you contact us by phone, we collect the phone number you use to call us and any other information you may provide during the call. If you are a User or Customer when you contact us, we may collect additional information to verify your identity.
- If you are a User, you will be asked to provide contact details such as your name, postal address, telephone number and email address. As part of your business relationship with us, we may also collect financial and personal information about you, such as your date of birth and government identifiers associated with you and your organization (such as your social security number, tax identification number or employer identification number).
- We obtain identities from the following sources in connection with User fraud monitoring, prevention, detection and compliance activities:
  - o From Clients (including through devices (e.g. IP addresses)) that are connected to Clients.
  - o Data collected from Users about themselves and their customers, including through our Services.
  - o Our business partners, financial service providers, identity verification services and publicly available resources.

These personal details (e.g. name, address, phone number, country) help to confirm identity and prevent fraud. In addition to the above, we may also use other tools (software) to assess the fraud risk associated with an attempted transaction between the Customer and the Stripe User.

You may also choose to provide us with information in other ways, including: (i) in response to marketing or other communications, (ii) through social media or online forums, (iii) by participating in an offer, program or promotion, (iv) in connection with an actual or potential business relationship with us, or (v) by providing us with your business card or contact information in connection with trade shows or other events.

## **Cookies**

Our sites use cookies and other technologies. These technologies record information about you, including:

- Browser and device information, such as IP address, device type, operating system and Internet browser type, screen resolution, operating system name and version, device manufacturer and model, language, plug-ins, add-ons and language version of Web Sites.
- Usage data, such as the time spent on DRONECAKES.COM, the pages visited, the links clicked, the language settings, and the pages that led or directed you to our websites.

## **Reporting infringements**

If you believe that a tag, profile or content poses an imminent threat of harm to a person or property, you should immediately contact your local authorities and report it to DRONECAKES.COM. In addition, if you believe that a member, profile or content has violated our policies or principles, please report your concerns to DRONECAKES.COM. If you have reported a problem to local authorities, DRONECAKES.COM may request a copy of the report. We are not required to act on any report except as required by law. Our company and our employees are subject to the laws of the European Union and Hungary.

### **Copyright notifications**

If you believe that any content on DRONECAKES.COM infringes copyright, please notify us immediately.

### **Termination, suspension and other measures**

**Duration.** The agreement between you and DRONECAKES.COM contained in these Terms will continue in effect until terminated by either party in accordance with these Terms.

**Resignation:**

You may terminate this Agreement at any time without giving any reason by cancelling your Account. If you terminate this Agreement by e-mail, your Account will be deleted by DRONECAKES.COM without further notice. DRONECAKES.COM may terminate this Agreement for any reason, without cause, by notifying you by e-mail or by any other means of contacting you as provided for in your Account. DRONECAKES.COM may also terminate this Agreement immediately and without notice and terminate your access to DRONECAKES.COM if

- You materially breach these Terms or any other binding DRONECAKES.COM policies,
- violates the relevant legal requirements,
- where such action is necessary to protect the personal safety of DRONECAKES.COM, its members or third parties,
- your account has been inactive for more than two years,
- the amended General Terms and Conditions are not accepted,
- if your Account contains any of the following content: sexual content, pornography, pedophilia, terrorism, money laundering, human trafficking, smuggling, phishing, extremist political content, or any content that DRONECAKES.COM considers to be illegal, immoral or inconsistent with the purposes of DRONECAKES.COM as a platform.

**Excuse:**

If DRONECAKES.COM takes any of the actions described in this section above, you may appeal the decision by contacting our customer support. In the objection, please provide details of your arguments and comments, which will be examined in detail as soon as possible and on the basis of which we will decide whether to revoke or uphold the measure.



If this Agreement is terminated for any reason, DRONECAKES.COM will cease to provide the Service and you will no longer have access to the Service. If this Agreement is terminated for any reason, (a) you will not be entitled to recover or be reimbursed for any usage or other fees; and (b) any outstanding balances in connection with the Service will become immediately due and payable in full on the date of termination; and (c) you will no longer have access to your account information.

**Modification of terms and conditions:**

DRONECAKES.COM may revise these terms at any time. When we change these Terms, we will post the revised Terms on DRONECAKES.COM and update the "Last Updated" date at the top of these Terms. If the Terms are amended, we will notify you by means of a system message and at the time of login. If you wish to continue to use DRONECAKES.COM, please accept the modification. If the amended Terms are not accepted, DRONECAKES.COM will terminate your Account without further notice.

**Available tariff plans**

The use of DRONECAKES.COM is free of charge for Visitors, and free user profiles may be created which do not provide full access to the Services.

The site is available to Users upon prior registration and payment of a fee. Users can choose between two different fee packages during registration.

**Standard package fee: EUR 16.99/month or EUR 186.89/year**

**Enterprise package fee: EUR 18.99/month or EUR 208.89/year**

Unless otherwise indicated, all fees are quoted in EUR. Upon termination of this Agreement, any unpaid fees will become immediately due and payable and any collection costs (including attorney's fees) incurred by DRONECAKES.COM will be added to the amount owed and may be charged to the credit card or other payment instrument or method assigned to your DRONECAKES.COM Account.

The payment of fees is subject to the laws, tax rules and rates of Hungary. The fee will be automatically deducted from the credit card provided during registration. You will be given the option to enter coupon codes during registration which will give you 3 months fee waiver.

The payment of the fee is made through the Stripe system, DRONECAKES.COM will send the invoice to the User electronically. By using Stripe, you also accept its current regulations, which are available at the following link:

<https://stripe.com/privacy>

**Account, password, security**

To register for the Service, you must complete the registration process, during which you must provide DRONECAKES.COM with accurate and complete information, including your email address (username) and password, as requested in the registration form. You must protect your password and are fully responsible for any use of your account by you or any third party. You are solely responsible for any and all activities that occur under your Account. You agree to notify DRONECAKES.COM immediately if you become aware of any unauthorized use of your Account or any other breach of security.

DRONECAKES.COM's affiliated companies' customer support representatives may log into the Service from time to time for maintenance purposes, including to assist you with technical or billing questions.

If you register your user account using Google, Facebook, Twitter or Yahoo, you acknowledge that you will also be subject to their policies, so please read them carefully.

The owner of the Account is responsible for the data recorded in the Account and declares that the data recorded therein is accurate.

To access and use many of DRONECAKES.COM's features, you must register for an Account. You represent and warrant that you are not prohibited from using DRONECAKES.COM by the laws of your country, residence or any other applicable jurisdiction. When registering, you must provide accurate, current and complete information and keep your account information up to date. You are responsible for maintaining the confidentiality and security of your Account credentials and must not disclose your credentials to any third party. You must notify DRONECAKES.COM immediately if you suspect that your credentials have been lost, stolen, or your Account has otherwise been compromised. You are responsible for any activities that occur through your DRONECAKES.COM Account, and if such activities are not authorized by you but not otherwise prevented by you (for example, unauthorized use or failure to report the loss of credentials).

Please note that DRONECAKES.COM processes and protects personal data in accordance with applicable data protection and other laws when you use the Service. The processing and transfer of data is based on the consent of the data providers and in accordance with the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information. The rules on data processing are set out in a separate privacy notice available at [www.dronecakes.com](http://www.dronecakes.com).

### **Legal compliance**

In accordance with the legislation in force, DRONECAKES.COM informs you of the following

- these Terms and any subsequent amendments will be available on the Website, but we recommend that you download it to your computer or print it out and keep it.
- the language of this contract is Hungarian, in the event of any discrepancy between the Hungarian version of these Terms and any foreign language version, the Hungarian version shall prevail in the event of dispute.
- all artwork, uploaded data or information on the DRONECAKES.COM website is the property of DRONECAKES.COM.

### **Information on the general terms and conditions**

Please note that these terms and conditions may change from time to time. DRONECAKES.COM therefore asks you to consult these general terms and conditions regularly. Notifications of changes to the general terms and conditions will be published on DRONECAKES.COM. Any changes will be made in compliance with the applicable legal provisions.

Any amendments are not retroactive and will enter into force at the earliest 15 (fifteen) days after their publication.

The failure of any person to comply with these Terms and Conditions and the failure of DRONECAKES.COM to take prompt action to remedy such failure shall in no way be construed as a waiver by DRONECAKES.COM of any of its rights under this Agreement or any law or legal process.

### **Litigation**

The service provided by DRONECAKES.COM is governed by Hungarian law and is subject to the laws of Hungary in all cases where a higher standard does not exclude their applicability. In the event of a dispute, the competent court for the place where the DRONECAKES.COM operator (see the first paragraph of these Terms and Conditions) is located or the Central District Court of Buda shall have exclusive jurisdiction to settle the dispute.

### **Confidentiality**

Please use any new ideas, solutions or economic, technical or organisational knowledge of an economic, technical or organisational nature that you become aware of in connection with the use of DRONECAKES.COM only in the course of using DRONECAKES.COM and in the commercial and economic interests of DRONECAKES.COM.

We ask you to treat the knowledge gained in this way as a trade secret without delay and to ensure that it is not disclosed to unauthorised third parties. You may disclose this information to any third party only with the express written consent of DRONECAKES.COM, except in cases where you are required to disclose the information by law. If any public authority requests the disclosure of information covered by this Chapter, it shall inform DRONECAKES.COM of the fact of the request within 3 working days.

The Parties shall respect each other's reputation during the term of this Agreement and after its termination and shall refrain from any conduct that would be prejudicial to the other Party.

### **Miscellaneous provisions**

If DRONECAKES.COM is hindered, delayed or prevented in the performance of this Agreement by any cause beyond its reasonable control, DRONECAKES.COM shall be discharged from its obligation to perform accordingly (force majeure).

The use of DRONECAKES.COM is subject to EU export restrictions and the export of DRONECAKES.COM to countries or persons subject to the embargo or the use of DRONECAKES.COM by countries or persons subject to the embargo is prohibited.

### **Anti-corruption clause**

If, when using DRONECAKES.COM, you are not acting on your own behalf but on behalf of a company or organisation, you declare that the employees involved in the performance of the tasks within the framework of the assignment are employed under a contract of employment in accordance with the legislation in force, are registered, have the necessary licences, permits, qualifications, health book, official food transport licence and all other documents required for the transport. The carrier acknowledges that it shall be solely responsible for any breach of any applicable legislation, EU standards and regulations relating to the employment relationship.

You must take all necessary and appropriate measures to avoid corruption. and undertake not to offer, promise or give any benefit or undue advantage to any employee, manager, employee, manager, owner or third party, directly or indirectly, of DRONECAKES.COM, including any of these persons.

Budapest, 01.06.2022.

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DRONECAKES.COM