

Terms of Use Agreement (TOU) for myPlane service platform

Last updated: 9th of February 2022

1. GENERAL

- 1.1 This Terms of Use Agreement for myPlane Service Platform (“**TOU**”) is a legal agreement between myPlane Ltd (“**Service Provider**”) and the user company duly accepting this TOU by its authorized representative (“**User**”). This TOU applies strictly to myPlane Service Platform (“**Service**”) only, and does not govern or apply to issues beyond Service.
- 1.2 This TOU shall bind User upon its acceptance. Service Provider shall retain the right to modify, change or update the content of this TOU by informing all users of Service thereof within Service. In case User would not accept such change to this TOU, User shall have the right to terminate its use of Service subject to Section 6.4 below.

2. DESCRIPTION OF SERVICE

- 2.1 myPlane service is a platform intended to connect airlines and licensed aircraft fleet owners/operators with travel agencies, institutions and companies purchasing travel services or products. These user categories and stakeholders underneath these categories are regarded as Users of Service in this TOU.
- 2.2 Service is offered and operated by Service Provider myPlane Ltd, a Finnish limited liability company with a Business ID 3165532-5, having its address at Lapinlahdenkatu 16, 00180 HELSINKI, Finland.
- 2.3 Users have the possibility to search, find, enquire, offer, book, manage, sell and purchase travel arrangements such as customised air travel and charter flights and related ancillaries and products. Service is a platform that consists of content provided by Users. User acknowledges that Service Provider shall not be responsible for the content provided by other users in Service. The User should always make its own prudent assessment of the content published by other users.
- 2.4 Users acknowledge that Service is neither intended nor fit for use by individual consumers, but solely for business purposes. In case Service is exceptionally used to a private person unrelated to his or her business or commerce, this TOU is applicable insofar as mandatory provisions of consumer law does not dictate otherwise.
- 2.5 User understands and acknowledges that myPlane does not own, maintain, charter or operate any aircrafts or similar services. myPlane is not a direct or indirect airline, but solely an online travel information, scheduling, management, technology and transaction service provider and facilitator. It is explicitly stated and understood that all the charter flight services and related travel products are offered and provided by independent third party licensed airlines and related collaborators, not myPlane Ltd.

3. USING SERVICE

- 3.1 Using Service is subject to User’s prior acceptance of this TOU. By clicking “Accept” button below, User accepts this TOU and agrees to be bound by this TOU. In the event that User does not agree to this TOU, User must click “Reject” button. User shall ensure that all of its representatives using Service shall accept this TOU upon using Service. By accepting this TOU, User hereby represents that User is duly authorized to legally bind the corporation in question to this TOU.
- 3.2 Users must use Service in compliance with all applicable laws, regulations and other mandatory rules. In addition, all instructions given by Service Provider in Service must be duly followed.
- 3.3 Service is intended for registered Users only. User’s must register in Service Provider’s website platform.myplane.io or customized form provided by Service Provider and create its own user account with Service credentials.

- 3.4 User is solely responsible for the accuracy and correctness of all data and content that it publishes in Service. User understands and acknowledges that other users of Service may rely on the data and content provided by User and make commercial commitments based on such data and content.
- 3.5 User account is meant for User company only, and User is solely responsible for any acts or omissions done under such User account in Service. For clarity, there might be several representatives for User using the same User account and therefore it is vital that all such representatives understand and agree to this TOU.
- 3.6 User is responsible for using due cautiousness in safeguarding its Service credentials that enable access to User account. In case User's Service credentials for its User account would be lost or stolen, User shall immediately inform Service Provider thereof by sending email to address support@myplane.io.
- 3.7 Service Provider shall have the right to immediately without a separate pre-warning to close or cancel User's right to access its User account to Service in case User is in breach of this TOU.
- 3.8 Service Provide shall not be obliged to monitor the usage of Service, but Service Provider shall have the right at its discretion to investigate User's activities within Service. Such investigation is done to ensure the highest possible quality of Service, technical improvements and to prevent any potential misuse of Service by users.
- 3.9 User is advised to report to Service Provider, in case User notices another user of Service using Service against this TOU. Such report can be submitted via email to support@myplane.io.
- 3.10 It is emphasized, that User shall not be entitled to connect other users of Service to agree outside Service on the same transaction that Service Provider has connected such users within Service.

4. PRICES AND PAYMENTS

- 4.1 Service Provider facilitates the booking fee and payment transactions between Users. Transactions and related payments are facilitated in accordance with the booking and payment terms and conditions of the User that is providing the product into the platform/marketplace. Service Provider only operates as a facilitator and the User is solely responsible for providing the travel service or flight arrangements according to their own terms and conditions. Service Provider reserves the rights to withhold and charge its commissions and fees based on the facilitated transactions. Service Provider's ability to facilitate the monetary payments is directly related to payment schedules and transactions of other users, and therefore Service Provider is not liable for any payment delays, disruptions or inabilities that are directly or indirectly due to other users' inability to carry out the payments that they are liable for when ordering, purchasing or distributing products or services.
- 4.2 User shall be solely responsible for possible credit loss in case of cancellation by travel agency or due to other similar issues by another users within Service that may impact User. However, in such a situation Service Provider shall return to User all such amounts subject to (i) travel agency's return to Service Provider and (ii) travel agency's time schedule for such return. User understands that Service Provider is only facilitating the platform in which all users connect and transact.
- 4.3 User acknowledges that Service Provider shall have the right to update, modify or otherwise change Service pricing at its own discretion. In such case all Service users are duly informed thereof within reasonable time. In case User would not accept Service Provider's update, modification or change of pricing, User shall have the right to terminate this TOU subject to section 6.4 below.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Service includes software and materials licensed by Service Provider or its third-party licensors. All intellectual property rights, including but not limited to patents, trademarks, designs, copyrights (including the right to modify and assign), trade secrets, know-how or applications thereof (jointly "IP") to Service and related materials shall remain property of Service Provider, or its third-party licensors.
- 5.2 Against due payment of the agreed fees under this TOU, User shall have a limited, non-exclusive and non-transferable right to use Service subject to this TOU. User agrees to use Service solely for its internal operations within the intended purpose, and not for resale or as a service offering or similar

to third parties. No markings or trademarks affixed to Service may be removed. If Service becomes, or in Service Provider's opinion may become, subject of any claim, suit or proceedings for infringement of third party's IP, Service Provider has the right, at its own expense, either (i) obtain for User a right to use Service; (ii) replace or modify Service; or (iii) remove Service and refund the charges paid by User.

- 5.3 It is explicitly stated that User shall not (i) modify, work around any technical limitations, decompile, disassemble, reverse-engineer, or otherwise endeavour to examine the function or structure of Service, or create derivative works based on Service, or use detached files, libraries or other parts of Service; or (ii) assign, transfer, sublicense, rent, pledge, or otherwise distribute or make available Service or User's limited right to use Service.
- 5.4 User may decide to give Service Provider input or feedback on Service ("**Feedback**"). User grant to Service Provider, under all of User's IP, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free right to: (a) use, copy and modify Feedback and to create derivative works of Feedback, and (b) make (and have made), sell, offer for sale, lease and otherwise distribute any Service Provider's services or other type of products using or containing Feedback, and (c) sublicense the rights to use Feedback to enable the use of such services or products.

6. TERM AND TERMINATION

- 6.1 User's right to use Service is valid upon its acceptance of this TOU until terminated. User shall have the right to terminate this TOU by using two (2) months' notice period and informing Service Provider thereof via email to address support@myplane.io.
- 6.2 Service Provider reserves the right to suspend or cancel the provision of Service in case User violates this TOU and does not cure the same promptly upon written notice.
- 6.3 User acknowledges that Service Provider shall have the right to update, modify or otherwise change Service or to terminate or even replace Service. In such case all Users are duly informed thereof within reasonable time.
- 6.4 In case User would not accept Service Provider's change of TOU or change described above in Section 6.3, User shall have the right to terminate its usage of Service by using a notice period of sixty (60) days and informing Service Provider thereof via email to address support@myplane.io.

7. DATA AND CONFIDENTIALITY

- 7.1 User is solely responsible for any information, data and other content that User or User's employees or advisors or other personnel entitled to use Service on User's behalf create, post, publish, distribute, save or store in Service ("**Data**"). User shall be the owner of all such Data. It is expressly stated that Service Provider does not guarantee that any information or Data created or stored in Service by users is or remains available, accurate, complete and/or updated. Service Provider shall process Data subject to a separate data processing agreement and its privacy policy as stated below in Section 8.
- 7.2 Service contains trade secrets of Service Provider and its third-party licensors, and therefore Service, including all other materials made available to User by Service Provider, is regarded as confidential information of Service Provider and its third-party licensors. For clarity, all Data, except any personal data contained, in Service shall not be subject to confidentiality obligations as Data is intended to be published in Service for all Users. Personal data is confidential information which shall be treated accordingly by Service Provider, as further described under Section 8 below.
- 7.3 Upon termination of this TOU, Service Provider shall within reasonable time after User's written request, return all such User's Data stored in Service.
- 7.4 It is expressly understood and consented by User that Service Provider shall be entitled at its own discretion to aggregate all Data in Service into a representation of the collaboration as a whole ("**Collective Aggregated Data**"). Such Collective Aggregated Data, and for clarity all IPs thereof, shall be solely owned by Service Provider and Service Provider's use of such Collective Aggregated Data is not subject to confidentiality or limited in anyway by Users, during the term of this TOU or after termination of this TOU.

8. DATA PROCESSING AGREEMENT AND PRIVACY POLICY

- 8.1 Service Provider shall use and process all Data submitted by User into Service subject to applicable data protection legislation, a separate data processing agreement and Service Provider's privacy policy, available in <https://myplane.io/privacy-policy/> ("**Privacy Policy**"). Data may contain also personal data of User's representatives or their customers.
- 8.2 By accepting this TOU and using Service, User grants its consent for Service Provider to use and process all Data submitted by User in Service subject to this TOU, data processing agreement and Privacy Policy.

9. LIMITED SUPPORT

- 9.1 All queries and support requests regarding Service shall be directed to Service Provider. The contact details of such support are set forth in the platform or alternatively Service Provider can be contacted via email to support@myplane.io.
- 9.2 Certain support and maintenance services are separately chargeable as set forth by Service Provider on a case by case basis bilaterally between User and Service Provider.

10. LIMITED WARRANTY

- 10.1 Whilst Service Provider seeks to constantly develop Service to increase the quality and user experience for all users, User acknowledges that Service may not be free from defects.
- 10.2 Service Provider shall not be responsible for possible errors, interruptions or defects discovered in Service. In addition, Service may be temporarily out of usage due to maintenance breaks or other similar technical reasons. Service Provider uses its all commercially reasonable efforts to keep such interruptions for all users in minimum, but Service Provider cannot warrant the aforementioned.
- 10.3 Service Provider shall not be responsible for any data transfer related defects, interruptions or other third party related issues in using Service.
- 10.4 To the maximum extent allowed by mandatory law, User's exclusive remedy in case of errors, interruptions or defects discovered in Service is limited to the right to request that Service Provider uses its reasonable efforts to correct or circumvent eventual errors without unreasonable delay.
- 10.5 All fees paid by Users are non-refundable. There are no other warranties, statutory, express or implied, including warranties of merchantability, fitness for a particular purpose, title or non-infringement by Service Provider. User expressly acknowledges, that in case of cancellation of flight reservation, Service Provider's return of fees paid by User is strictly subject to limitations on other users' return of respective payments to Service Provider.

11. LIMITATION OF LIABILITY

- 11.1 In no case shall Service Provider be responsible for any indirect or consequential damage that is caused to User due to content or other type of information provided by another user in Service.
- 11.2 In no case shall Service Provider be responsible for any indirect or consequential damage or for any loss of business, profit, revenue, goodwill, cost of cover, reputation, or anticipated savings.
- 11.3 To the extent no more stringent limitation of liability is applicable, the total aggregate liability of Service Provider hereunder shall always be limited to a monthly service price in case User has paid such price to Service Provider for using the Service. Furthermore, in case User has not paid for Service, Service Provider shall have no liability hereunder.
- 11.4 Limitations of liability agreed hereunder do not apply to wilful misconduct or gross negligence.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

- 12.1 This TOU shall be governed by the substantive laws of Finland without reference to (i) its principles and rules on conflict of laws; or (ii) United Nations Convention on Contracts for the International Sale of Goods.

- 12.2 Any dispute, controversy or claim arising out of or relating to this TOU, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Arbitration of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland.
- 12.3 Notwithstanding the above, parties may also seek injunctive or other interim relief in relation to a breach of this TOU in the general courts of Finland.

13. MISCELLANEOUS

- 13.1 **Amendments.** User acknowledges that Service is built based on third-party components, and is subject to such third-party terms applicable to Service Provider. Therefore, User accepts that in case such third parties would amend their applicable agreement terms towards Service Provider, Service Provider reserves the right in such situations to amend this TOU accordingly by using reasonable commercial effort to notify all users of Service thereof seven (7) days in advance.
- 13.2 **No Waiver.** Any failure by a party in exercising its right hereunder shall not constitute a waiver and shall not limit the party's future right to plead to the terms and conditions in the future.
- 13.3 **Subcontractors.** Service Provider is entitled to use subcontractors to produce Service-related services and to fulfil Service Provider's obligations towards User. Service Provider is liable for the performance of its respective subcontractors as for their own performance.
- 13.4 **Assignment.** Neither party shall have the right to assign this TOU, or any of its rights or obligations thereunder, to any third party without the prior written consent of the other party. Notwithstanding the foregoing, Service Provider shall be entitled to assign this TOU to a third party in connection with a merger or acquisition process, or its monetary claims hereunder.
- 13.5 **Partial Invalidity.** If any term hereunder is deemed invalid or unenforceable, the other terms and conditions will remain in full force.
- 13.6 **Force Majeure.** A force majeure event includes any material and exceptional reason beyond the control of parties that that parties cannot be expected to have taken into account at the time of the conclusion of this TOU and the consequences of which parties could not have prevented without unreasonable additional costs or unreasonable loss of time. A force majeure encountered by a subcontractor of Service Provider is also deemed to be a force majeure of Service Provider if Service Provider's obligation cannot be acquired or carried out elsewhere without unreasonable expenses or material delay. Parties must without delay notify the other party in writing of having suffered a force majeure and of the end of the force majeure.

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