

Thank you for choosing Diamond Aircraft!

## TERMS AND CONDITIONS

### for Service “MyDiamond”

#### 1. Common Part. Terms and definitions

In order to avoid any misunderstandings in interpreting the text of these Terms and Conditions, the following terms and definitions will have the meanings defined below:

“**Diamond**” - DIAMOND AIRCRAFT INDUSTRIES GmbH, an Austrian corporation having its principal place of business at N.A. Otto-Strasse 5, A-2700 Wiener Neustadt, Austria, company registration number FN 239539p, which provides the Service MyDiamond.

“**Partner**” – any legal entity and natural person who has unconditionally accepted these Terms and Conditions.

“**MyDiamond**” – is a set of consolidated data presented in an objective form, including access to website, any applications, content files, instruction sets and any related documentation.

Diamond does not provide any software or its updates. The update of “MyDiamond” is a timely updating of content and information located on the server.

“**Price List**” – a document that establishes the amount of payment for “MyDiamond” depending on the selected Tariff Plan and additional modules connected by the Partner at his choice. The Price List is approved by Diamond and posted on the Website

<http://my.diamond-air.at/Users/add>

“**Tariff Plan**” is an integral part of the Price List, which includes a description of the scope of functions provided and available to the Partner.

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“**Personal Account**” – an information resource of Diamond provided to the Partner, located at: [www.my.diamond-air.at/Users/login](http://www.my.diamond-air.at/Users/login).

#### MyDiamond Support

[mydiamond-support@diamondaircraft.com](mailto:mydiamond-support@diamondaircraft.com)

#### 2. Acceptance of the Terms and Conditions

The acceptance of these Terms and Conditions is carried out by electronic acceptance. The electronic acceptance confirms Diamond and guarantees that:

- the Partner (Partner's representative) has provided reliable data identifying the Partner (Partner's representative) when registering as such on the registration page and reliable data of the Partner when executing payment documents for payment for “MyDiamond”;

- the Partner (his representative): i) fully reads the Terms and Conditions, ii) fully understands the meaning and consequences of his actions in relation in accepting this Terms and Conditions.

#### 3. Subscription Offers

3.1. Diamond is obliged to provide access to “MyDiamond” in accordance with the Tariff Plan, adaptation, and modification of “MyDiamond”, information, and the Partner is obliged to accept these Terms and Conditions and pay for the “MyDiamond”.

3.2. By providing access to “MyDiamond” the Partner is granted a non-exclusive limited and non-transferable right to use, during the paid subscription period, the functionality of “MyDiamond” in accordance with its intended purpose and within the options of the selected Tariff Plan (allowed number of sessions/users,

information bases, etc.). Such use is allowed only within the functionality offered by “MyDiamond” applications available to the Partner and provided that the Partner and its users comply with the restrictions provided for in Terms and Conditions, the Tariff Plan, as well as other restrictions established by the Diamond.

3.3. Granting of access to “MyDiamond” to the Partner is carried out by creating and registering in the Personal Account, assigning a unique name, and issuing a password to enter “MyDiamond” for interacting with the Program through the Personal Account.

3.4. Access to “MyDiamond” shall be provided remotely via the Internet. In order to access “MyDiamond”, the Partner should:

- register on the website <http://my.diamond-air.at/Users/add> by completing the registration form posted on the said website;
- accept these Terms and Conditions;
- to pay the invoice for “MyDiamond”;
- to authorize in the Personal Account.

3.5. Diamond shall provide the Partner access to “MyDiamond” within 3 working days from the date of receipt by Diamond 100% advance payment for services and access if the Partner have met all necessary conditions for the connection to “MyDiamond”. Access to “MyDiamond” shall be provided for the entire subscription period paid for by the Partner.

3.6. The Partner shall be notified of the provision of access to “MyDiamond” by email. The starting date of the provision of the service of access to “MyDiamond” shall be deemed to be the date of the said notification.

3.7. The minimum subscription term for all Tariff Plans is twelve months.

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3.8. On commencement of subscription, the Partner must choose one of the offered Tariff Plans.

3.9. The Registration Fee as well as “MyDiamond” is bound to the Partner’s name and address stated in the submitted subscription form.

3.10. During the term of 12 months, the Partner can switch to a larger Tariff Plan anytime.

3.11. If the Partner wants to change the Tariff Plan upwards, he should pay the new Tariff Plan in accordance with Paragraph 4 of these Terms and Conditions.

3.12. If “MyDiamond” is modified by the Partner during these Terms and Conditions, the new Tariff Plan will start with those changes.

3.13. It is not possible to switch to a lower Tariff Plan during the term of 12 months.

3.14. It is not possible to switch between aircraft types during the term of 12 months.

3.15. Promotional offers may have a different minimum term.

3.16. Promotional offers and incentives are subject to availability and can be changed at any time.

#### 4. Payment Terms

4.1. Subscriptions must be paid for 12 months in advance by credit card or bank transfer free of any charges.

4.2. Bank details can be found in the footer of these Terms and Conditions.

4.3. Payment types and subscription duration according to the Tariff Plan may be restricted for promotional offers.

4.4. The Partner will be notified at least 30 days if the price of subscription increases.

## 5. Cancellation of subscription

5.1. In case of expiration of the terms of the Tariff Plan and non-receipt from the Partner of the payment for the renewal of the Tariff Plan within 10 days from the date of expiration of the Tariff Plan from the Partner, the access to the Personal Account will be blocked.

5.2. Diamond has the right for technical or other reasons, terminate access to “MyDiamond” by notifying the Partner in written 30 calendar days prior to the expected date of termination by e-mail to the address indicated by the Partner during registration. In this situation Diamond shall refund the price, that the Partner paid already to the Partner back on a proportional basis.

5.3. Diamond has the right to block access to “MyDiamond” and Personal Account if the Partner violates clause 6.2. these Terms and Conditions. In this case the rest money for the remaining paid period will not be returned.

5.4. Diamond shall have the right to make any changes and additions to these Terms and Conditions unilaterally with mandatory notification of such changes and additions to the Partner by posting a relevant notice on the Diamond's website

<http://my.diamond-air.at/>. Any change to these Terms and Conditions does not require additional acceptance by the Partner.

## 6. Use of Service

### 6.1. Access

The access to “MyDiamond” web page and all contents are provided, not sold. Under these Terms and Conditions, Diamond grants the Partner access to “MyDiamond”, for use according to the Tariff Plan.

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### 6.2. The Partner does not get any rights to “MyDiamond” and may not:

- copy, modify, host, stream, sublicense, or resell the “MyDiamond”;
- enable or allow others to use “MyDiamond” using the Personal Account;
- access or attempt to access to “MyDiamond” by any means other than the interface Diamond provided or authorized;
- transfer the Personal Account;
- work around any technical restrictions or limitations in “MyDiamond”;
- make the Personal Account available for simultaneous use by multiple users over a network;
- place advertisement of any products or services in “MyDiamond”;
- violate applicable law.

## 7. Confidentially

7.1. The purpose of this section is to protect information that the Parties provide (disclose) to each other in the cooperation under these Terms and Conditions. The protection of personal data is carried out in accordance with the provisions of the Privacy Policy developed by the Diamond for this purpose <https://www.diamondaircraft.com/en/service/privacy-notice/>.

7.2. Diamond uses personal data to provide the access to “MyDiamond” and to support “MyDiamond” services and business function.

7.3. Diamond can use personal data to personalize “MyDiamond” offerings, website, mobile services and advertising, to improve “MyDiamond” and its implementation through the website, to

send the information about products, services and promotions, to generate various analytics.

7.4. Diamond doesn't sell personal data. Diamond may share the personal data in limited circumstances, such as in the conduct of Diamond's business, when required to do so by law or with consent the Partner.

7.5. The Partner is responsible for all activity that occurs via the Personal Account. The Partner should immediately notify Diamond if he becomes aware of any unauthorized use of his Personal Account.

7.6. The Partner is responsible for keeping his anti-virus and firewall software updated and for taking other appropriate steps to maintain the confidentiality of his Personal Account.

## 8. Limitation of Liability

8.1. The Partner shall immediately notify Diamond in writing of any obvious defects, i.e. those that are immediately noticeable to an average user. Otherwise, the right to assert warranty claims is excluded. Non-obvious defects must be reported to Diamond by the Partner in writing within two weeks of their discovery, specifying the alleged defect.

8.2. Diamond makes no warranty, express or implied, that "MyDiamond" will meet the Partner's requirements or expectations, will meet the aims and objectives of the Partner. Access to "MyDiamond" shall be provided in accordance with the globally accepted "As Is" principle. The Partner shall use "MyDiamond" at his/her own risk. The Diamond assumes no responsibility for the suitability of "MyDiamond" for the purpose of its use or for the economic expectations of the Partner.

8.3. If "MyDiamond" is defective, the Partner notified Diamond about this defect and Diamond nothing done for a two weeks,

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the Partner may, either demand reduce the price, or extend access, or terminate the access to Private Account. If the Partner decides to terminate access to "MyDiamond", Diamond shall refund the price, that the Partner paid already to the Partner back on a proportional basis.

8.4. The Partner shall cooperate with Diamond to the extent reasonably necessary and possible to determine whether a defect in the use of the digital service is caused by the Partner's digital environment.

8.5. Diamond is not responsible for any actions of the Partner related to the use of "MyDiamond", including Diamond shall not be responsible for unjustified expectations of the Partner from the use of "MyDiamond", for not achieving the expected economic or other indicators.

8.6. Diamond shall not be responsible to the Partner for any damage of any kind incurred by the Partner due to the loss and/or disclosure of his data to access "MyDiamond".

8.7. The Diamond is not responsible to the Partner for delays and disruptions in operations occurring directly or indirectly due to a cause that is beyond the reasonable control of the Diamond.

8.8. The Diamond is not responsible for the quality of services required for the operation of the Service MyDiamond if they are arranged by third parties not engaged by the Diamond.

8.9. The Partner agrees that in order to operate the Service MyDiamond it is necessary to use software and equipment produced and provided by third parties, Diamond is not responsible for the quality of their work.

8.10. Diamond shall be liable for direct/indirect damages only to the extent of the cost of access to the Service MyDiamond for the accounting period, in accordance with the Tariff Plan selected by the Partner, during which the Partner incurred damages.

8.11. The Partner shall be solely responsible for safety and confidentiality of the registration data: logins, passwords. All actions performed with usernames and passwords of Diamond is performed by the Partner. The Partner shall be solely liable to

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third parties for all actions taken with the use of the Partner's logins and passwords. The Diamond is not responsible for unauthorized use of the Partner's login data by third parties.

**9. Applicable law and place of venue**

The construction, validity and performance hereof shall governed by and construed in accordance with the Laws of Austria. Place of jurisdiction shall be the commercial court in Vienna, Austria (Handelsgericht Wien).

## Annex 1, Price Package

The following package has been chosen and will be billed annually:

- Basic Package, 29€ per month
- Professional Package, 79€ per month
- Enterprise Package, 149€ per month