

# U-Space Terms and Conditions

Dear Customer,

To open a user account and allow you to begin to access the U-Space Services service at an aerodrome in Switzerland, via the mobile application or at home using the web application, we need to have your agreement and commitment to the terms and conditions set out below.

Please read these terms and conditions carefully and fully, using the scrollbar to reach parts of the text that may be hidden from view. To obtain an easier-to-read paper hardcopy, please use the "Print" function.

By checking the "ACCEPT" button, you declare your agreement and commitment with the terms and conditions set out here and to use this website and the services described hereafter accordingly.

## Your partner for U-Space service

By completing the following procedure, you apply for a user account which will enable you to use the U-Space service via the Swiss U-Space applications according to the terms and conditions set out below. This service is provided by Skyguide, swiss air navigation services ltd. ("Skyguide"), company organised under the laws of Switzerland and registered with the Commercial Register Office of Geneva (CH-035-3000551-5) with its principal place of business and business address at Route de Pré-Bois 15-17, CH-1215 Genève 15.

## Main features of Swiss U-Space service

The Swiss U-Space service in Switzerland provides (via distance data transmission over the internet) the following functionalities ("Briefing Functions") which are necessary for purposes of flight planning: AIS information, MET information and Geo-Awareness service.

## 1 U-Space Terms and Conditions in Switzerland

### Contract term, Contract fees, payment

Once you have initially registered, the U-Space service will be available to you free of charge according to the terms and conditions set out here. Skyguide may charge for products and/or services offered according to the then current prices.

### Method and terms of payment

Skyguide currently accepts payment for the U-Space service by following credit cards: VISA, Mastercard, American Express and PayPal. The terms of payment depend on the general terms and conditions of the company which provides the cashless payment system. However, Skyguide reserves the right to limit or amend these methods of payment at any time at its sole discretion.

### Flight plans

The flight plans submitted through the Swiss U-Space applications are not ICAO Flight Plans as for manned traffic.

Flight plans submitted are not registered in the Skyguide Special Flight Office database. Therefore, the drone operator is responsible to get the required Skyguide approval by following the Special Flight Office process as per the Skyguide Special Flights website.

No Skyguide approvals are provided by submitting the flight plan in the Swiss U-Space applications.

Nevertheless, flight plans will be shown to all users of the Swiss U-Space applications in order to enhance the overall situation awareness.

## 2 General

### Privacy Policy

Skyguide undertakes to handle all personal information in full compliance with the Swiss Data Protection Law and the EC-Regulation 2016/679 (GDPR).

Should you not take advantage of your account for at least 24 months, Skyguide will delete all your data. If this situation arises, and should you wish to avail yourself of our services at a later date, you must apply for new access and enter all your data again.

### Consent to the use of personal data

By making use of the U-Space services, you confirm your consent that Skyguide will use personal data relating to yourself to perform the U-Space service ("USE OF DATA"). This USE OF DATA is a precondition that Skyguide is able to continue to perform the U-Space service to you. This USE OF DATA is described in detail in our [Skyguide Privacy Policy](#).

### Copyright and related Intellectual Property Rights

The database system of the U-Space service and the documentation and data disclosed or made accessible in connection with the use of the system are protected by copyrights or related Intellectual Property Rights. All such rights are reserved by Skyguide.

### Your obligations and limitations regarding the use and protection of data

You hereby acknowledge that you may use all data, documents and other information disclosed or made accessible to you or, in case of a group license, to other members of your group, in connection with the U-Space application ("DATA") and the access to the system itself solely for purposes of individual flight planning, flight preparation and flight plan delivery concerning flights to be performed by yourself or persons you act on behalf of.

Any use of DATA for purposes beyond these limits – like, e.g., by copying, reproducing, changing or otherwise amending, republishing, distributing or transmitting of DATA for commercial purposes - is strictly forbidden. You shall take all appropriate actions to prevent unlawful use of the data by third parties which are in the sphere of your influence.

You shall be liable for any unlawful use of the data by third parties, even in cases of slight negligence, if the unlawful use of data is caused by your use of the U-Space application.

### **Third party provider products integrated in U-Space service**

You understand and acknowledge that U-Space service also takes advantage of third-party products. For these products the conditions of the third-party provider apply, as available on <https://app.swissuspace.ch>.

Certain U-Space applications features may make available access to or incorporate information, products, services and other materials made available by third parties, or allow for the routing or transmission of such third-party materials, including via links. By using such features, you are directing us to access, route and transmit to you the applicable third-party materials.

Skyguide neither controls nor endorses, nor is responsible for, any third-party materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of third-party materials, or any intellectual property rights therein. Certain third-party materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this agreement shall be deemed to be a representation or warranty by Skyguide with respect to any third-party materials. Skyguide has no obligation to monitor third-party materials and may block or disable access to any third-party materials (in whole or part) through the U-Space applications at any time. In addition, the availability of any third-party materials through the U-Space applications does not imply our endorsement of, or Skyguide's affiliation with, any provider of such third-party materials, nor does such availability create any legal relationship between you and any such provider.

Your use of third-party materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such third-party materials (such as terms of service or privacy policies of the providers of such third-party materials).

### **Registration information**

You agree to provide Skyguide with accurate and complete registration information. It is your responsibility to inform Skyguide of any changes to that information without delay. In case you indicate wrong or inexact personal information, Skyguide reserves the right to terminate the U-Space service immediately and without any prior notice. In such a case, you will not be entitled to any kind of reimbursement of paid fees or any other kind of indemnification for the inconvenience or damages it may cause you.

## **Disclaimer of warranty**

Skyguide attempts to provide you with the U-Space service in a complete and accurate manner and free of errors. Nonetheless, Skyguide expressly disclaims all warranties, including the warranties of accessibility, completeness and accuracy.

## **Limitation of liability**

Except if more restrictive limitations are set out herein, any liability of Skyguide shall be limited to damages caused by Skyguide's gross negligence or willful act.

## **Force Majeure**

Skyguide shall not be under any obligation to provide the services in case such service provision is hindered by occurrence beyond its reasonable control including, but not limited to: fire, strike, industrial disturbance, riot, war, act of God and government order or regulation.

## **Assignment**

Skyguide shall be entitled, at its own discretion, to assign this Contract in whole or in part to a third party including, but not limited to, an association, partnership, company or other entity formed or founded by Skyguide, provided that to the extent necessary under strict law Skyguide remains liable for the obligations of the third party stemming from this Contract.

## **Governing Law and Jurisdiction**

The provision of the U-Space service shall be governed by Swiss law. The rules on conflict of laws and the UN-Convention on Contracts for the International Sale of Goods shall not apply.

The place of jurisdiction relating to the provision of the U-Space service shall be resolved through the competent court situated in Geneva.

**I hereby confirm my agreement to these General Terms and Conditions in their entirety.**