

AVIABEES PLATFORM TERMS OF SERVICE

§ 1

[General provisions]

1. These Terms of Service define the rules for use of the internet platform available at <https://aviabees.org/> (hereinafter: "Platform") as well as defines the scope of rights and obligations of Platform's administrator and end users (hereinafter: "Users") of the Platform.
2. Platform is run by Leon Software sp. z o.o. sp. j. (hereinafter: "Aviabees"), with its registered office at al. Jerozolimskie 151/5U, 02-326 Warszawa, Poland, entered in the Register of Entrepreneurs maintained by the District Court for the capital city of Warszawa, XII Commercial Department of the National Court Register under number KRS: 0000896968, VAT id. (NIP): PL 8522438219.
3. Due to the fact that the aviation software market is a large environment of various systems and there is no standardization, the Platform is dedicated place for the initiative of the cloud-based aviation software companies who want to develop common, unified market practices.
4. The Platform allows to develop, discuss, and monitor the implementation of various technical solutions, which are beneficial to the aviation companies, as well as their customers.

§ 2

[Use of Platform]

1. Users who run the cloud-based aviation software companies can join the initiative (via the "Join Us" button) and share their propositions, as well as discuss new market ideas on a strategic and technological level using a platform's enquiry form, dedicated LinkedIn group, Slack workspace or info@aviabees.org email.
2. Acceptance of these Terms of Service is required to join the initiative.
3. Solutions proposed to the Aviabees and accepted within the initiative can be then published on the Platform to allow other companies of the initiative to use those solutions within their organisation.
4. It is recommended that the cloud-based aviation software companies who have joined the initiative promote the use of the jointly developed solutions.
5. Initiative encourages and permits the use of the jointly developed solutions both within and outside of the initiative.
6. As a customer of the cloud-based aviation software companies, the User can use the Platform as the source of information about different tools available on the market.
7. To leave the initiative, Users who run the cloud-based aviation software companies and have joined the initiative beforehand shall inform the Aviabees via the chosen way of contact that they wish to leave the initiative.

§ 3

[Companies list]

1. Aviabees runs on the Platform the list of the companies taking part in the initiative.
2. By joining the initiative, company provides consent to list the company name on the Platform (to inform that the company have joined the initiative).
3. Company who has joined the initiative can permit the Aviabees to upload the company's logo (provided by the company to the Aviabees) to the Platform.
4. If the company leaves the initiative, the company name and the logo shall be removed from the Platform, however the mutually developed solutions shall remain on the Platform.

§ 4

[Aviabees' liability]

The Aviabees runs the Platform to share the mutually developed solutions as a way to standardize the good practices on the market and is not in any way liable for the solutions (as well as their use by other companies) posted on the Platform.

§ 5

[Technical break]

1. Aviabees is entitled to arrange, for technical reasons, a temporary break in the operation of the Platform.
2. Aviabees will endeavour to:
 - 1) notify Users on planned technical breaks;
 - 2) make technical breaks to last as short as possible.

§ 6

[License]

1. All copyrights and related rights to the Platform are held by Aviabees, or Aviabees has obtained appropriate licenses in this matter. Aviabees declares that it has exclusive and full author's economic rights to the Platform, or Aviabees has obtained relevant licenses in this respect and that these rights are not encumbered with any third-party rights, with the reservation to the content provided by the companies who take part in the initiative (hereinafter: "Content").
2. By sending any Content to the Aviabees, User grants the non-exclusive license to the Aviabees to post Content on the Platform in all fields of use necessary for this purpose, i.e., in particular:
 - 1) reproduction and recording using digital technique in any digital recording format;
 - 2) placing on the market, lending, or renting the original or copies;
 - 3) public display, reproduction, broadcasting, and rebroadcasting, as well as making it publicly available in such a way that everyone can have access to them at the place and time of their choice.

3. The license referred to in section 2 is granted for an indefinite period, in all countries of the world and without any territorial restrictions.
4. The User remains the owner of the sent Content (if he has author's economic rights to it) and is liable for it.

§ 7

[Notice & Takedown]

1. Aviabees respects the intellectual property rights, including the copyrights of its creators, and makes every effort to ensure that they are not infringed, therefore in case Aviabees receives:
 - 1) official notification; or
 - 2) reliable information;according to which the content provided by Users or resulting from User's related activities is of unlawful nature, Aviabees shall immediately delete the content from the Platform.
2. As a reliable information, Aviabees understands a message sent in any form, both oral, e-mail and written to Aviabees's address, sent by the injured party or a third party.
3. The User, who believes that the removed content that has been removed is not unlawful, shall contact Aviabees to resolve the dispute amicably and may file a complaint by sending it to the following address: info@aviabees.org. Aviabees shall consider the complaint on the principles within the 30 days and restore the removed content if it turns out that it is not unlawful.

§ 8

[Amendments to the Terms of Service]

1. Aviabees is entitled to amend the Terms of Service for reasons such as change of law or change of the functionality of the Platform.
2. The amendments to the Terms of Service come into effect on the date indicated by Aviabees - each time it will not sooner than 14 days from the date of making the new Terms of Service available on the Platform.

§ 9

[Final provisions]

1. Hereby Terms of Service are available on the Platform.
2. The law applicable to obligations under the Terms of Service is Polish law. In matters not covered by these Terms of Service, the provisions of Polish law shall apply, in particular the Civil Code and the Act on the provision of electronic Platform.
3. The court competent to hear cases related to the provision of Platform is the court competent for the seat of Aviabees.
4. The Terms of Service shall be in force since 19 OCT 2021.