

TERMS AND CONDITIONS

SkyPass



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1 TERMS AND CONDITIONS (“TERMS”)

Our Terms and Conditions were last updated on 04 September 2026.

Please read these Terms and Conditions carefully before using Our Service. These Terms also form the end-user licence agreement (EULA) for the Application when it is obtained from the Apple App Store or Google Play.

2 INTERPRETATION AND DEFINITIONS

2.1 Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

2.2 Definitions

For the purposes of these Terms and Conditions:

- / **“Application”** means the software programs provided by the Company that You download to or access on any electronic device, namely the **System Familiarization** app, the **Procedure Trainer** app and the **Training Platform** app, including any web version of those programs.
- / **“Application Store”** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google LLC (Google Play Store) from which the Application has been downloaded.
- / **“Affiliate”** means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- / **“Account”** means a unique account created for You to access our Service or parts of our Service.
- / **“AI-assisted Flight Evaluation”** means the automated or AI-assisted feature within the Application that analyses flight data generated during a supported Microsoft Flight Simulator training session in order to evaluate practical flight performance and provide results, analysis and feedback, as described in our AI Disclosure.
- / **“Company”** (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to Propair Flight Ltd., Malom Udvar Offices, Soroksári street 48, 1095 Budapest, Hungary (Company Register: 01-09-950715).
- / **“Country”** refers to Hungary.
- / **“Content”** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content, and to the training content made available through the Service. In particular:
 - o Content may include training materials, text, images, videos, 3D objects, and files uploaded by users, trainers, instructors, or other personnel involved in creating or managing training materials, including but not limited to PDF, DOC, image, and similar file formats. Content may also include collected statistics, training-related data, and training results.
- / **“Device”** means any device that can access the Service such as a computer, a mobile phone, a tablet or a virtual-reality headset.



- / **“Feedback”** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- / **“Organisation”** means the airline, training organisation, employer or other entity that has enrolled You on the Service, where applicable.
- / **“Service”** refers to the Application.
- / **“Terms and Conditions”** (also referred as **“Terms”**) mean these Terms and Conditions that set out the parameters for Your use of the Service.
- / **“You”** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

3 ACKNOWLEDGMENT

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

You represent that You are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

4 LICENCE AND PERMITTED USE

Subject to these Terms, the Company grants You a limited, non-exclusive, non-transferable, revocable licence to download, install and use the Application on Devices that You own or control, solely for Your own flight-training or flight-simulation purposes (or, where You use the Service through an Organisation, for the training purposes authorised by that Organisation). The Application is licensed, not sold, to You.

You may not, and may not permit others to:

- / copy, modify, adapt, translate, reverse engineer, decompile or disassemble the Application, or attempt to derive its source code, 3D models or training data, except to the extent expressly permitted by applicable law;
- / rent, lease, lend, sell, sublicense, redistribute or otherwise make the Application or its training content available to any third party;
- / remove or alter any proprietary notices, attributions or labels on the Application;
- / use the Application in any way that violates applicable law, or that interferes with or disrupts the Service or the servers and networks connected to it;
- / use automated means to access, scrape or extract training content, questions or answers from



the Service; or

/ share Your Account or access credentials with any other person.

5 TRAINING CONTENT AND NO OPERATIONAL RELIANCE

The Service is a training and familiarisation aid. The training content, 3D models, procedures, questionnaires and answers of the AI Assistant are provided for educational and simulation purposes only. They are not a substitute for, and must not be used in place of, the official manuals, checklists, procedures and approved training of an aircraft manufacturer, operator, national aviation authority or approved training organisation.

You are solely responsible for verifying any information obtained through the Service against the current official documentation applicable to You before relying on it in the operation of any aircraft. The Company does not certify, and the Service does not by itself confer, any licence, rating, qualification or authorisation.

6 AI-ASSISTED FLIGHT EVALUATION

The AI-assisted Flight Evaluation analyses flight data generated during a supported Microsoft Flight Simulator training session in order to assess Your practical flight performance and provide automated results, analysis and feedback.

When You use this feature, relevant flight data and training context may be processed by automated or AI-based services operated on Our behalf, as described in Our AI Disclosure and Privacy Policy.

The evaluation is generated automatically and may be incomplete, inaccurate or affected by missing or incorrect simulator data. It is intended as a training aid only and does not replace the judgement of a qualified instructor, examiner or training organisation.

You must not rely on the AI-assisted Flight Evaluation for real-world flight operations, operational decision-making, flight planning, certification or aviation safety decisions.

Your use of the AI-assisted Flight Evaluation is subject to the AI Disclosure, which forms part of these Terms.

7 USER ACCOUNTS

When You create an Account with Us, or an Account is created for You by Your Organisation, You must provide Us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your Account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a third-party identity provider (such as a Microsoft account).

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your Account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.



7.1 Deleting Your Account

You may delete Your Account at any time by emailing office@propairflight.com. Deleting Your Account will remove Your personal data as described in Our Privacy Policy. Where Your Account is managed by an Organisation, We may need to notify that Organisation, and certain training records may be retained where the law or the Organisation's regulatory obligations require it.

8 CONTENT BACKUPS

Although regular backups of Content and training records are performed, the Company does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

9 COPYRIGHT POLICY

9.1 Intellectual Property Infringement and Notice-and-Takedown Procedure

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service, or any material within the Service, infringes a copyright, trademark or other intellectual property right of any person.

If You are a rights owner, or authorized on behalf of one, and You believe that Your work has been copied or Your mark used in a way that constitutes infringement through the Service, please send a notice to office@propairflight.com with the subject line "IP Notice" including:

1. Your name, address, telephone number and email address, and (if applicable) the rights owner You represent;
2. identification of the work or mark You claim has been infringed;
3. a description of where in the Service the allegedly infringing material appears, sufficient for Us to locate it;
4. a statement that You have a good-faith belief that the use is not authorized by the rights owner, its agent or the law;
5. a statement, made under penalty of perjury where applicable, that the information in Your notice is accurate and that You are the rights owner or authorized to act on their behalf; and
6. Your physical or electronic signature.

We will acknowledge valid notices, investigate, and remove or disable access to material that We determine to be infringing. We may notify the party who provided the material and, where appropriate, allow them to submit a counter-notice. You shall be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any material is infringing Your rights.

9.2 Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors. The



Service is protected by copyright, trademark, and other laws of both the Country and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company. Further information about the intellectual property in the Service, including third-party materials, is set out in Our Trademark and Copyright Use Disclaimer.

10 YOUR FEEDBACK TO US

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

11 TERMINATION

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions, or if Your Organisation ends Your enrolment.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may do so as described in the "Deleting Your Account" section above.

12 LIMITATION OF LIABILITY

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or, if You have not paid anything, EUR 100.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, for fraud, or for any other liability that cannot be excluded or limited under applicable law. Where the exclusion of implied warranties or limitation of liability for incidental or consequential damages may not apply due to applicable law, each party's liability will be limited to the greatest extent permitted by law.

13 "AS IS" AND "AS AVAILABLE" DISCLAIMER

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the



Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service, including answers of the AI Assistant; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

14 APPLICATION STORE TERMS

14.1 Apple App Store

If You obtained the Application from the Apple App Store, the following additional terms apply, and Apple Inc. ("Apple") is a third-party beneficiary of these Terms with the right to enforce them against You:

- / These Terms are concluded between You and the Company only, and not with Apple. The Company, not Apple, is solely responsible for the Application and its content.
- / The licence granted to You is limited to a non-transferable licence to use the Application on Apple-branded products that You own or control, as permitted by the Usage Rules set out in the Apple Media Services Terms and Conditions, except that the Application may be accessed and used by other accounts associated with You via Family Sharing or volume purchasing where applicable.
- / Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Application.
- / In the event of any failure of the Application to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price (if any) of the Application to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application.
- / Apple is not responsible for addressing any claims by You or any third party relating to the Application or Your possession or use of it, including (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation.
- / In the event of any third-party claim that the Application or Your possession and use of it infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such claim.
- / You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.



- / You must comply with applicable third-party terms of agreement when using the Application (for example, Your wireless data service agreement).

14.2 Google Play

If You obtained the Application from Google Play, You acknowledge that Google LLC ("Google") is not a party to these Terms, is not responsible for the Application or its content, and has no obligation to provide maintenance or support. Your use of Google Play is subject to the Google Play Terms of Service. In the event of any conflict between these Terms and the Google Play Terms of Service in relation to the distribution of the Application, the Google Play Terms of Service will prevail to that extent only.

15 GOVERNING LAW

The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

16 DISPUTE RESOLUTION

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company at office@propairflight.com. If the dispute cannot be resolved informally within 60 days, either party may bring proceedings before the competent courts of Hungary, without prejudice to any mandatory jurisdiction rules protecting consumers in the country of their residence.

If You are a consumer resident in the European Union, You may also use the European Commission's online dispute resolution platform at <https://ec.europa.eu/consumers/odr>, or approach the conciliation body competent for Your place of residence (in Hungary, the Budapest Conciliation Board, 1016 Budapest, Krisztina krt. 99).

17 SEVERABILITY AND WAIVER

17.1 Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

17.2 Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

18 MISCELLANEOUS

18.1 For European Union (EU) Users

If You are a European Union consumer, You will benefit from any mandatory provisions of the law of the country in which You are resident.



18.2 United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

18.3 Third-Party Software and Open-Source Components

The Application includes third-party and open-source software components that are licensed under their own terms. The applicable notices and licence texts are set out in Our Third-Party Software Notices document, available within the Application. Those terms apply to the relevant components in addition to these Terms.

18.4 Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days’ notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Service.

18.5 Contact Us

If You have any questions about these Terms and Conditions, You can contact us:

- / By visiting Our website: <https://propairflight.com>
- / By sending Us an email: office@propairflight.com
- / By post: Propair Flight Ltd., Malom Udvar Offices, Soroksári street 48, 1095 Budapest, Hungary

