Terms of Use of the digital dap for the use of airspace of the Czech Republic for Unmanned Aircraft Flight and License Agreement

1. Introductory Provisions

- 1.1 The subject of the terms and license agreement (hereinafter referred to as "Terms") is the use of the digital map for the utilization of airspace of the Czech Republic for flying unmanned aircrafts, available as a mobile application on the AppStore or Google Play, or through a web interface at https://dronemap.gov.cz/ (hereinafter referred to as "DroneMap digital map").
- 1.2 The DroneMap digital map is used to inform users about the conditions and rules for using Czech airspace for unmanned aircraft flights, as defined by general measures, guidelines issued under Act No. 49/1997 Coll., on civil aviation, as amended, and other legal regulations.
- 1.3 The DroneMap digital map is a Public Administration Information System managed by the Civil Aviation Authority.
- 1.4 The DroneMap digital map is operated by the Navigational Service of the Czech Republic, a state-owned enterprise (ŘLP ČR, s.p.), ID No.: 49710371, with its registered office at Navigační 787, Jeneč 252 61 (hereinafter referred to as the "Operator").
- 1.5 A User is a natural or legal person who uses the DroneMap digital map.
- 1.6 A User Account is a non-public section of the digital map DroneMap, accessible after entering login credentials, allowing the User to use the full or partial functionality of the digital map DroneMap.
- 1.7 The login credentials are a unique combination of the User's login name and password chosen by the User, which the User stores in the DroneMap digital map database when creating a User account via the DroneMap digital map or automatically generated by the DroneMap digital map for the User.

2. Use of the DroneMap digital map

- 2.1 Use of the DroneMap digital map is free of charge.
- 2.2 The User agrees to use the DroneMap digital map exclusively for personal use. If the User is a legal or business entity, it may use the DroneMap digital map and derived data solely for its internal business-related purposes (e.g., route planning, analysis, internal reporting). This internal use must not be made accessible to third parties or the public.
- 2.3 Without prior written consent from the Operator, it is particularly prohibited to:
 - a) include the DroneMap digital map or any derived data (in original, modified, or aggregated form) in a product, application, service, or work offered to third parties for payment or other consideration;
 - b) display or distribute the DroneMap digital map or derived data to the public or to an unlimited group of users, whether online or in printed form;
 - c) sublicense, sell, lease, assign, or otherwise monetize the DroneMap digital map or derived data.
- 2.4 Indirect monetization is also considered prohibited use if the DroneMap digital map or its data form a substantial part of a revenue-generating product, service, or business process.
- 2.5 Violation of sections 2.2 to 2.4 of the Terms results in the automatic and immediate termination of the license under Article 3 of this agreement and obliges the User to compensate the Operator for all damages caused by unauthorized commercial use.

- 2.6 The User can access the DroneMap digital map at any location and time of their choosing via its website or mobile application.
- 2.7 The basic version of the DroneMap digital map is accessible to all Users without the need to register or log into a User account and allows the User to view geographical zones for unmanned aircraft systems (UAS) in the Czech Republic that allow, prohibit, conditionalize, restrict, or otherwise regulate their operation. Users can use various functions, especially in pre-flight preparation and to gain situational awareness of the possibilities and limitations of UAS operation, e.g. search for specific areas, display zones in a given location and related conditions, measure distances, determine their current location, display coordinates by clicking on the map, and obtain information about sunrise and sunset, change the base maps, use map zoom, and set the altitude filter. The tool also provides information about current weather conditions, if available, and displays detailed data on individual objects, including conditions related to UAS operations. It also allows you to familiarize yourself with other planned UAS operations.
- 2.8 To access additional features of the DroneMap digital map, a User Account is required. Upon login, the User can enter and publish their own flight plans, including setting date and time, specifying the pilot's position, and assigning a UAS from their own library. Users can create and manage this library and add UAS details. They can also manage and edit flight plans, form UAS user workgroups, and customize application settings.
- 2.9 The User must use the DroneMap digital map only in accordance with the Terms. Consent to the Terms is given upon downloading the DroneMap digital map, starting its use, or ticking the "I agree to the Terms of Use" and "I agree to the processing of personal data" boxes when creating a User Account, whichever occurs first.
- 2.10 The User can create a User Account by submitting a registration form within the DroneMap digital map, entering all required information (which remains non-public), including phone number, email address, and password. After submission, the User receives an automatically generated email with an activation link to verify the email address. Clicking the link activates the User Account.
- 2.11 When creating a User Account, the User must enter all required information correctly and truthfully.
- 2.12 The User must keep all User Account credentials confidential and protect them from being accessed, disclosed, or misused by third parties. If the User suspects that credentials have been stolen or misused, they must take immediate action, such as changing the credentials or requesting the Operator to do so. The Operator is not liable for any damage resulting from the User's failure to comply with this obligation.
- 2.13 The Operator may cancel the User Account without prior notice if the User:
 - 2.13.1. uses the DroneMap digital map contrary to legal regulations, good morals, or generally accepted ethical principles;
 - 2.13.2. uses the DroneMap digital map to commit or assist unlawful acts;
 - 2.13.3. uses the DroneMap digital map in breach of the Terms;
 - 2.13.4. provided false information during registration;
 - 2.13.5. misuses, blocks, modifies, or otherwise alters any part of the DroneMap;
 - 2.13.6. attempts to disrupt the stability, operation, or data of the DroneMap digital map;
 - 2.13.7. otherwise violates the rights of the Operator or third parties;
 - 2.13.8. provides their login credentials to a third party.

- 2.14 In these cases, the Operator is also entitled to delete all data, information, or content entered by the User and use technical means to block or restrict access to the DroneMap digital map, including in the future.
- 2.15 The Operator may cancel a User Account without prior notice if the User has not logged in for more than 24 months. In other cases, user data will be automatically removed from the DroneMap digital map after 5 years from the last login.
- 2.16 The Operator will cancel the User Account when its license to operate the DroneMap digital map expires. In such cases, Users will be notified at least 30 calendar days in advance via the mobile application, the DroneMap digital map website, and the email address provided by the User.
- 2.17 If the Operator takes any of the actions listed in Sections 2.13 to 2.16 of the Terms for the stated reasons, the User is not entitled to any compensation.
- 2.18 The User may cancel their User Account through their profile settings by selecting the option "Delete account."
- 2.19 The User agrees that any data entered into the DroneMap digital map database becomes part of the Operator's database without the User acquiring any rights to the DroneMap digital map database.

3. License Agreement

- 3.1 The Operator grants the User a non-exclusive, non-transferable license to use the DroneMap digital map for the Czech territory in accordance with the terms and conditions set forth in Article 2 ("Use of the DroneMap digital map"), namely to display the content of the DroneMap digital map and use the commonly available functionality of the DroneMap digital map (hereinafter referred to as the "License").
- 3.2 The User may not copy, distribute, modify, analyze, or otherwise commercially exploit the content of the DroneMap digital map or any part thereof.
- 3.3 The Operator grants the User a License from the date of the User's acceptance of the Terms and Conditions until such acceptance is revoked or until the expiration of the Operator's license to operate the DroneMap digital map, whichever occurs first. Withdrawal of consent to the Terms and Conditions shall also be deemed to have occurred if the User's account is canceled in accordance with Sections 2.13, 2.15, and 2.16 of the Terms and Conditions.
- 3.4 The Operator grants the License to the User free of charge.
- 3.5 The User is not obliged to use the License.
- 3.6 The User has the right to make copies of the content of the DroneMap digital map for their own non-commercial use to the extent necessary for this purpose, in particular by printing parts of the content of the DroneMap digital map or saving a screenshot.
- 3.7 The user does not have the right to distribute, rent, lend, exhibit, communicate to the public, or reproduce the DroneMap digital map and its content beyond the provisions of Section 3.6 of the Terms and Conditions, or to extract, utilize, or otherwise use the DroneMap digital map without the written consent of the Operator.
- 3.8 The User shall not be entitled to transfer the License to a third party or to grant the rights constituting this License to a third party in whole or in part as a sublicense.

4. Liability

- In order to ensure the highest quality of services provided through the DroneMap digital map, it is necessary to perform irregular maintenance of the application. The Operator shall notify Users of any planned maintenance of the DroneMap digital map that will result in its unavailability by means of a notification in the mobile application and on the DroneMap digital map website. The Operator is not liable for any damage caused by the unavailability of the DroneMap digital map due to regular maintenance or repair of errors in the DroneMap digital map. The Operator will make every effort to promptly remove errors from the DroneMap digital map.
- 4.2 The data contained in the DroneMap digital map serves as an aid for pre-flight preparation and for communicating the intention to perform a flight. The Operator is not responsible for the actual performance of the flight by the User/pilot and is not liable for any damage caused by the User/pilot's violation of applicable laws.
- 4.3 The Operator is not responsible for the availability, content, and functionality of third-party websites that can be visited via a link located in the DroneMap digital map.
- 4.4 The Operator is not liable for damage caused by the use of the DroneMap digital map in violation of the Terms and Conditions or legal regulations, insufficient security of the User's local network or hardware, or by a hacker attack or other similar external intervention, or damage caused by the malfunction of third-party software installed on the User's device.

5. Governing law and dispute resolution

- 5.1 Terms and Conditions and the granting of the License are governed by the laws of the Czech Republic.
- 5.2 Any disputes arising in connection with the use of the DroneMap digital map shall be resolved by the courts of the Czech Republic.

6. Personal data protection

6.1 The rules for the processing of Users' personal data are set out in a separate document.

7. Contacts

7.1 **Civil Aviation Authority** – Administrator of the DroneMap digital map

K letišti 1149/23 161 00 Praha 6

Email: podatelna@caa.cz
Phone: +420 225 421 111

7.2 Air Navigation Services of the Czech Republic, State Enterprise – Operator of the

DroneMap digital map Navigační 787 252 61 Jeneč u Prahy Česká republika

Email: ans@ans.cz; info@ans.cz

Phone (central office): +420 220 371 111

8. Technical requirements and technical support

Users access the DroneMap digital map application via a web browser or a dedicated mobile application. The web application has been designed and tested for the following web browsers (including the three previous versions):

- · Microsoft Edge version 138.0
- Firefox version 139.0
- Google Chrome version 138.0
- Safari version 17.6

The application is fully functional in the above-mentioned web browsers with standard installation, and support for the latest versions of web browsers will be taken into account in regular updates of the web application. The DroneMap digital map will probably also work in other versions or types of web browsers, but in case of any problems, it is not possible to provide technical support and guarantee functionality. It is essential that the browser used supports HTML 5 and CSS 3 standards. In order to work with the application, JavaScript must be enabled and fully functional. For more information, please refer to the documentation for your web browser. The functionality of JavaScript, and thus the entire application, may be affected by personal or corporate network settings or antivirus software. In this case, contact your PC or network administrator for more information. The screens of the DroneMap digital map application are optimized for a resolution of 1280x1024 pixels. Although they are designed to automatically adapt to the user's resolution, especially at lower resolutions, individual objects on the screen may overlap, making the application difficult to use. From a resolution of 1024 x 768, the application automatically switches to mobile display mode.

In the case of the DroneMap digital map mobile application, the current versions of Android and iOS mobile information systems are generally supported, and support for the latest versions of information systems will be taken into account as part of regular updates to the mobile application.

8.1 Technical support for the DroneMap digital map is available via email address: dronemap@ans.cz.

9. Final provisions

- The Operator reserves the right to change the Terms and Conditions unilaterally at any time. The User will be informed of any changes to the Terms and Conditions via the email address provided by the User in the DroneMap digital map or the next time they access the DroneMap digital map and on the DroneMap digital map website. In such a case, the User with a User Account has the right to reject the change to the Terms and Conditions and terminate the relevant agreement between them and the Operator for this reason with a notice period of 14 days, which shall commence on the day following the sending of the notice to the Operator's address specified in point 7.2 of the Terms and Conditions. On the date of expiry of the notice period, the Operator shall cancel the User Account. If the User with a User Account does not reject the change to the Terms within 14 days of notification of the change to the Terms, they shall be deemed to have agreed to the new Terms. A User without a User Account expresses their consent to the amended Terms and Conditions at the moment of first use of the DroneMap digital map after such a notified change.
- 9.2 The Terms and Conditions shall become **effective as of August 1, 2025.**