

# NINOX DRONE - Terms and Conditions

Updated 17<sup>th</sup> February 2026

## 1. Background

Avinor AS is the Norwegian Provider of aerodromes and maintenance and operation of the technical infrastructure for air navigation.

NINOXDRONE services are provided and operated by Avinor AS using technology and services provided by Our Partner Frequentis.

To provide the functionality described and in the course of normal use, we collect certain data and information from and about you and your use of the services.

Your use of our services, as defined herein, are governed by these Terms and Conditions. By continuing to use our services, you are indicating that you have read, understood and agree to be bound to these terms and conditions.

Accordingly, these terms and conditions are entered into between:

Party A	Avinor AS, registered in Norway under company number 985 198 292 and whose registered office is at Dronning Eufemias Gate 6, Oslo in Norway, and/or our employees, shareholders, affiliates and partners as required by the context
Party B	The natural person accessing and making use of the services in accordance with Clause 5.1.

## 2. Definitions

In this Agreement, the following terms shall have the following meanings:

<b>“Account”</b>	Means an account required to access and/or use certain areas and features of Our Services;
<b>“Personal Data”</b>	Means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. In this case, it means personal data that you give to Us via Our Services. This definition shall, where applicable, incorporate the definitions provided in the EU Regulation 2016/679 – the General Data Protection Regulation (“GDPR”); and

<b>“We/Us/Our”</b>	Means Avinor AS also known by Avinor, registered in Norway under company number 985 198 292 and whose registered office is at Dronning Eufemias Gate 6, Oslo in Norway, and/or Our employees, shareholders, affiliates and partners as required by the context.
<b>Frequentis</b>	Means Frequentis AG registered in Austria under company number FN 72 115b and whose registered office is at FREQUENTIS AG, Innovationsstraße 1, A-1100 Vienna, and/or their employees, shareholders, affiliates and partners as required by the context.
<b>Partners</b>	Means Frequentis.
<b>Apps</b>	Means mobile device applications that We publish under the NINOXDRONE brand, either directly or using Our Partners.
<b>Sites</b>	Means any web services, including application programming interfaces, that may be accessible over the world wide web and released either directly by Us or provided on our behalf by one or more of Our Partners.
<b>Services</b>	Means the Apps, Sites and/or other services which we may introduce from time-to-time under the “NINOXDRONE” brand.

In general, words in the singular include the plural and in the plural, in the singular.

### 3. Agreement

- 3.1 These terms of service govern your use of the services and, by using our service(s), you agree to be bound by them. If you do not agree to them, you will not be permitted to use the service(s).
- 3.2 Matters concerning the handling of your personal data as well as any other data submitted by or generated by you in the normal use of our services are covered under our Privacy Policy, which is available [here](#).
- 3.3 Like all legal agreements, there are quite a few sections here. We have done our best to keep things neat and tidy to help you find what you're looking for. We've included sections and formatting purely to assist in making our terms and conditions as straightforward as possible to read; they don't have any particular legal meaning.

## **4. Acceptable use**

### **4.1 General**

- 4.1.1 Your use of the services (including but not limited to, the web site and mobile applications) shall be governed by these terms and conditions, plus any service-specific terms which shall be notified to you on your first invocation/use of the service, or at the time of registration for the service. In the event of any discrepancy between these terms and conditions and those contained in any supplemental agreement, the terms of this agreement shall prevail.
- 4.1.2 You may use our services for personal or commercial use, however, to use the services you must be a natural person and not a body corporate. Use of our services in connection with anybody corporate does not create a contract between us and said body.
- 4.1.3 Use of our services for any non-civilian (i.e. military) scenarios is expressly prohibited.
- 4.1.4 You may freely access our apps through the official Google Play or App Store provided that you agree to and comply with any supplemental terms and conditions and/or privacy policies as displayed.
- 4.1.5 We reserve the right to update, amend, alter, remove or withdraw the app and/or any services or features within the app at any time, for any reason, and without any prior notice.
- 4.1.6 We reserve the right to introduce new features, retire features, and/or make any material or minor alterations to the app and any associated services at any time and without any prior notice.
- 4.1.7 Our services includes the capability to provide and endeavours to be the most accurate, up-to-date and reliable situation awareness information for drone operations in Norway. In no circumstances, however, is it to be used to replace any part of your normal legal obligations when complying with the air navigation order or other applicable laws and regulations when operating your drone(s).
- 4.1.8 We endeavour only to use official, authoritative sources of data within the service.
- 4.1.9 Use of the data provided by our services via any other system or mechanism other than the graphical user interfaces provided, including but not limited to 'scraping' the data to make it available in another service or application, is expressly prohibited.
- 4.1.10 You may not use our services for automated flights, without a human in the loop, or any flight to be carried out in contravention with any law or regulation, or for any illegal purposes.

- 4.1.11 You are only permitted to use our services for consumption via the graphical user interface. All other use is expressly prohibited.
- 4.1.12 You may not download, copy or redistribute any of the data from the mobile applications, except by way of using the normal sharing tools and features built into the service.
- 4.1.13 You use our services "as is" without warranties of any kind, either express or implied.
- 4.1.14 You are at all times solely responsible for the safe and legal use of Your drone.
- 4.1.15 You may not construe any of the advice, data or visual indicators as confirmation of the legitimacy of conducting (or not conducting) a drone flight in any location shown. Errors and omissions are excepted.

## **5. General terms of use**

- 5.1 When you access our services for the first time you will be required to create a user account and populate it with certain information about you. You must not provide any inaccurate, false or misleading information, and you must always notify us about any changes to your personal data so that we can comply with our obligations to hold only accurate data about you.
- 5.2 You are responsible for using a unique, secure and strong password to secure your user account. We recommend the use of a reputable 'password manager' or 'password wallet' app to help you generate a strong password. If you believe your account has been compromised, you should contact us immediately so that we may block or limit access to it.
- 5.3 Information stored with us shall be stored and used in accordance with our Privacy Policy.
- 5.4 Your access to our services may be suspended, terminated or otherwise modified at any time and without prior notice.
- 5.5 You may not use offensive, vulgar, racist, sexist or abusive language or content across any of our services, including e-mail addresses, nor may you transmit anything to us which constitutes harmful or illegal material.

## **6. Intellectual property**

- 6.1 Unless we tell you otherwise, all intellectual property rights (for example, patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of

protection which subsist or will subsist now or in the future in any part of the world) are the property of Avinor AS or our partners.

- 6.2 If you upload data to our services, you confirm that you either own the data and the appropriate rights to use it, or if those rights belong to someone else, that you have secured all necessary permissions from them to use it and upload it.
- 6.3 Data that you share with us shall normally remain your property, unless we tell you otherwise at the time of submission. However, we will have a license to use it in order to deliver our services to you, and for other purposes as may be described herein.
- 6.4 We won't anonymise data if you've asked us to share it with an authorised 3rd-party for the purposes of requesting a permission to fly within or transit airspace, because the approver will need to know the location information in order to make a decision. We will clearly indicate to you what data we will send, and you will be required to give positive consent that you wish us to send the data to the 3<sup>rd</sup> party on your behalf.
- 6.5 If you do upload or share data with us that infringes the intellectual property rights of somebody else, you agree to inform us immediately as soon as you become aware of such infringement, or a breach of these conditions. You agree to fully compensate us on demand for any and all such losses, whether in the form of direct or for our loss of time or for other things that are readily identifiable. Where we suffer other losses that are hard to quantify, we shall reserve the right to pursue you for recovery of these. Our right to take action to recover such losses or to insist on this indemnity will survive the termination of your account(s) with us, which would otherwise terminate our contract with you.

## **7. Data Protection**

- 7.1 The protection of your personal information and privacy is important to us. You can find all the relevant information on how we store, process and use your personal information in our Privacy Policy.
- 7.2 Except as set out otherwise in these terms and conditions and our Privacy Policy:
  - 7.2.1 We will never sell, license or transfer your personal information or any other data held within your account or otherwise submitted by you without your express consent. We may use anonymized versions of your personal data at any time and for any purpose.
    - 7.2.1.1 Flight path information will be disassociated with any other personally identifiable information held by us, however, in some circumstances it may be possible to identify you from your flight location information, for example, if you are the only person who can fly at a particular location. For this reason we advise you not to share flight location data if you believe you could be identified via just the flight location.
  - 7.2.2 may transfer, store and/or process your personal data, including data held within your profile, to any subsidiary or parent company, at any time.

- 7.3 We shall store your personal data in accordance with industry best-practices and in conformance with rules and regulations relevant to Avinor AS headquarters location in Norway.
- 7.4 You have the right to ask us to amend or delete personal information we hold about you at any time (sometimes referred to as the Right to Erasure). Your rights, and how to enact them, are clearly described in our Privacy Policy.

## **8. Disclaimers**

- 8.1 Broadly stated, our services are intended to supplement generally required drone pilots' due diligence and awareness activities; not to act as a replacement for them, or a drone operator's normal legal obligations. Collectively or individually, our services are designed only to assist with plan-to-avoid scenarios, and not to act as a replacement for this or a drone operator's see-and-avoid responsibilities, except where expressly stated otherwise. This means, when you are utilizing our services as a drone pilot or drone operator, you cannot rely on our services as the sole source of situation awareness or information necessary to determine the safety and/or legality of any particular drone flight.

## **9. Availability of services**

- 9.1 We work very hard to ensure our services are fast, efficient and reliable. There are, however, some circumstances which may be beyond our control, that may temporarily interrupt or cause us to suspend our service(s).
  - 9.1.1 Unless otherwise expressly stated, we provide no performance or availability guarantee for any service.
  - 9.1.2 We shall reserve the right to operationally restrict access by network segment, IP address, geolocation or other policy at any time, without prior notice, and for any reason. Our partners continuously monitor the systems they use to deliver any part or parts of the services on our behalf and may also exercise the same right.
- 9.2 We accept no liability for the availability or unavailability of any of our services, howsoever caused.

## **10. Limitation of liability**

- 10.1 It would be unlawful for us to attempt to exclude or limit our liability for personal injury or death arising from our negligence or for any loss you suffer as a result of our fraud or for any statement we make fraudulently intending you to rely on it entering into this contract with us.
- 10.2 That said, there are certain types of liability that we are permitted by law to limit or exclude and, accordingly, to the fullest extent possible by law, we accept no liability to any person or persons, or any entity, including you, for any direct, indirect or consequential loss, damage or expense (whether foreseeable or otherwise), in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with

the use or misuse of (or inability to use) our services, including (but not limited to), our website, mobile apps or developer platform, howsoever that loss, damage or expense may arise.

- 10.3 We are also not liable or responsible for any failure to perform or for the delay in the performance of any of our obligations under these conditions that is caused by events that are beyond our reasonable control. This might include a failure of an internet service provider to deliver notifications or emails to you, poor weather conditions, packet loss, an act of war or any industrial strike, any decision by any governmental body to restrict its air traffic controls or data, or any failure by any third party upon whom we rely for the delivery of our services to you.
- 10.4 We do strive to exercise commercially reasonable care and skill in everything that we do. That includes taking steps to ensure our services are free from computer viruses and malware, but we cannot accept any liability for any loss or damage resulting from a virus or other malware, distributed via our services.
- 10.5 If a court finds that we do owe you any compensation, this will be limited to 100% of any fees that you have paid to us in any calendar year. If you haven't paid us any fees to access the services, our liability to you shall be capped at an aggregate maximum - across all claims - to 1 (one) Euro.
- 10.6 If you terminate your account with us, these provisions still apply.

## **11. Indemnities**

- 11.1 You agree to indemnify and hold harmless our partners from any claim(s) arising out of or in connection with your use of the services.

## **12. Law and jurisdiction**

- 12.1 These terms and conditions, and the relationship between you and us, whether contractual or otherwise, shall be governed by and construed in accordance with Norwegian law.
- 12.2 Any disputes concerning these terms and conditions, our relationship to each other, or any matters arising therefrom or associated therewith shall be subject to the exclusive jurisdiction of the courts of Norway.
- 12.3 Please note that we shall reserve the right to update these terms and conditions at any time without prior notice to you. We shall display clearly a prompt in each app or service that is bound by these terms and conditions when an update is made. Your continued use of our services after each update shall constitute acceptance of these terms and conditions. If you do not agree to the revised version, you may terminate your use of the services.

### **13. Termination**

- 13.1 Either you, or we, may terminate our relationship together at any time, and without prior notice.
- 13.2 Subscription services for which you have paid a fee are subject to additional restrictions around notice period and the effects of termination, which you will be required to accept prior to commencement of the service.

### **14. Right of assignment**

- 14.1 We shall reserve the right to transfer our responsibilities and obligations under these terms and conditions to any other entity without prior written notice to you.