

INTRODUCTION

First, allow us to introduce ourselves — we are MIMO Technology s.r.o., a startup focused on developing technologies for micromobility (hence “MIMO”) in the broadest sense. Our first product is the ZENIT platform, and the legal text that follows primarily relates to it.

As our customers, we trust you understand that we create our products with the utmost care and expertise. However, despite our best efforts, they may not always align perfectly with every expectation. What we agree upon, however, remains binding.

This mutual commitment takes a specific legal form, as outlined in the following document. We aim to fulfill the necessary legal requirements in a manner that is clear, meaningful, and minimally burdensome for you — while still meeting formal standards and satisfying the legal perspective. The following constitutes our legal framework, including relevant documents, terms, and conditions.

- Privacy Policy;
- General Terms and Conditions;
- Rules for Social Media.

Because the contents of these documents are closely interrelated, it would be inefficient to separate them (and yes, every character displayed online consumes a bit of energy, too). For the sake of clarity, we’ve therefore combined everything into a single, comprehensive—though admittedly not brief—document. To keep things organized, this contractual statement is divided into subchapters indicating which parts relate to each of the previously mentioned topics. For the avoidance of any doubt, the Czech version of this document shall always be considered the legally binding version.

All documents are issued by MIMO Technology s.r.o., registered at Daškova 3087/28, 143 00 Prague 4, Czech Republic, Company ID: 24638978 (hereinafter referred to as “we,” “us,” “the Company,” or “the Operator”). We reserve the right to update these documents at any time to ensure compliance with applicable laws and to reflect changes in our products and services.

By using our services and products covered by these documents, you acknowledge and agree to their terms, including any future updates made during the lifetime of the service. If you do not agree, you may terminate your subscription and delete your user account, along with all associated data. For any inquiries or concerns, please contact us at info@mimo.technology.

PRIVACY POLICY

This Privacy Policy (“Policy”) describes the types of information we may collect, store, and process in connection with our products, services, content, applications, or other components of the ZENIT platform (“Services”). It also explains how we use and protect this information. From the earliest stages of service development, we implement technical and organizational measures to embed privacy and data protection principles by design.

1 Data We Collect or Obtain

We collect personal data from users of the Services to create and manage accounts, and to provide and administer the Services. As the data controller for data collected under this Policy, we store customer data separately from others, in strict confidence, and process it according to their instructions.

2 Types of Personal Data

We may collect the following categories directly:

- Contact information: First name, last name, email address, authentication service (e.g. Google SSO), and phone number.
- Flight-related information: Pilot licenses and qualifications, home/favorite airports, and details about your flight school or its community.
- Communication information: Copies of messages, complaints, or inquiries sent via our website, app, or email.
- Device and usage information: How/when you use our site (device details, IP address, session duration, pages viewed, referrers, interactions).
- Audit information: Changes to your personal data, preferences, or platform settings over time.

You may also voluntarily provide additional data (e.g., gender, birth year, interests). We’ll provide an overview of your data upon request. We collect this data when you:

- Create an account.
- Log in via email or SSO.
- Use the Services or contact us.
- Provide it directly.

If an entity (e.g., flight school) purchases Services, we collect data from its individual users per these terms. Entities must obtain necessary consents before sharing employee/user data.

3 Cookies and Similar Technologies

We use technologies to automatically gather visitor data, helping us understand usage across sites/apps.

- Cookies: Small files stored on your device for personalization, analytics, and marketing. Session cookies delete on browser close; persistent ones expire or require manual deletion. Non-essential cookies require consent. Types include:
 - Essential (basic functions like login; cannot disable).
 - Performance (anonymous traffic analysis).
 - Functional (personalization).
 - Marketing (targeted ads).
- Logs and device IDs: IP address, browser type, ISP, referrers, visit time, device ID.

- Web analytics: Tools like Google Analytics for stats. See Google Analytics Terms, Service Terms, and Privacy Policy.

Technical data may link to personal info or aggregate into traffic stats. We share only with consented partners meeting strict ethical/security standards—no sharing without your explicit consent.

4 How We Use Data

We process data primarily to:

- Provide Services (identification, login, account management, purpose updates in user zone).
- Communicate (support, notices, updates, reminders, alerts).
- Improve experience (usage tracking, analytics, new features).
- Protect Services/rights (security, fraud prevention, issue resolution, legal compliance).

We process your personal data either based on a contract with you (if you are our customer), based on a legitimate interest, or based on your consent. In cases involving legitimate interests, we always assess whether the use of your data outweighs your interests, and we do not carry out such processing unless there is another legal basis for doing so (e.g., a contract, consent, or a legal obligation). If you have any concerns, please refer to the “Your Rights” section for details.

5 Retention Periods

When we process personal data as a data controller, we retain it for the period necessary to ensure the operation of the Services, i.e., to fulfill the purposes set forth in the Privacy Policy and/or in the agreement, but no longer than to the extent and for the duration required by law or for the purposes of establishing, exercising, or defending our legal claims, without exceeding the statutory limitation periods.

6 Sharing Personal Data

We share minimally with third parties (authorities, affiliates, advisors, processors) for legal compliance, claims, fraud prevention, or Service security. Processors are bound by GDPR Art. 28 contracts or EU Standard Contractual Clauses for non-EEA. Key processors: Alphabet Inc. (Google), GoPay Czech, FlyCzech s.r.o., plus logistics/billing/tax/legal/tech services.

7 Security and Data Location

We apply measures like access controls, training, backups, encryption, and incident response to protect your data from loss, misuse, unauthorized access, or destruction—following industry best practices (e.g., passwordless access, personal data amount minimization)—limited by current technology.

8 Your Rights (GDPR)

You have the right to access your personal data and to have it corrected, erased, transferred, or restricted, as well as the right to object to its processing, particularly on the grounds of legitimate interest or for direct marketing purposes. In the event of erasure or restriction of processing, we would like to remind you that this may limit our ability to provide our Services.

You may also withdraw your consent to the processing of your data at any time. If you exercise any of these rights, we will respond within 1 month, but we reserve the right to extend this period to up to 2 months in exceptional, justified cases, in which case we will inform you within

1 month. Please note, however, that your objection to the processing of personal data may mean that we will not be able to provide you with our Services. For all your questions and requests, please contact us at info@mimo.technology.

Finally, you also have the right to file a complaint with the Office for Personal Data Protection at Pplk. Sochora 27, 170 00 Prague 7, Czech Republic. However, we aim to resolve any issues directly.

9 Children's Privacy

Our Services are not intended for individuals under the age of 15, and we do not knowingly process the personal data of children under the age of 15. If we learn that a child under the permitted age has provided their personal data, we will use it only to respond to the child and inform them of our obligation to obtain consent from their legal guardians before collecting the data.

RULES FOR POSTING ON SOCIAL MEDIA

These govern content promoting MIMO Technology s.r.o. products on platforms like Instagram and LinkedIn. We maintain separate accounts for the Company and Services (like ZENIT), cross-sharing for maximum business impact.

1 Audiovisual Recording

To promote our brand and Services, we make audiovisual recordings—including potential live internet broadcasts—at both public and private events (such as exhibitions, trade shows, conferences, and air shows). We do not use hidden cameras or microphones; at private events, visitors are informed in advance about the recording; and in public spaces, recording and publication of footage are governed by Section 89 of Act No. 89/2012 Coll., the Czech Civil Code¹.

Recordings of individuals or small groups are made and published only with their consent, which may be revoked anytime by sending a request to media@mimo.technology. The Privacy Policy rules also apply.

2 Copyright and Intellectual Property

The copyrights to the recorded and published content are owned by the Company. The Company reserves the right to use audiovisual content generated through artificial intelligence services or publicly available sources such as photo banks and similar services (e.g., Pexels, Adobe Stock, or Shutterstock, etc.) as a source. If the Company uses a third-party source from a known author, it will credit that author in the post or identify them in an appropriate manner (hashtag, reference, etc.). If no author is listed for a post, the Company is considered the author. Upon publication of a post, the social media platform's rules apply.

3 Content of Posts

Posts must not infringe on the rights of third parties, spread false information about ZENIT, violate the rules of the relevant social networks, or violate the Privacy Policy. Third party posts referring to the Company or Services shall follow similar rules and ethical guidelines.

¹ “A likeness or an audio or video recording may also be made or used without the person's consent, provided it is done in a reasonable manner, for scientific or artistic purposes, or for press, radio, television, or similar news reporting.”

ZENIT PLATFORM GENERAL TERMS AND CONDITIONS

1 Introductory Provisions, Service Description, and Registration

MIMO Technology s.r.o. operates the ZENIT platform for pilot training. It allows flight schools to promote themselves and create training procedures for general aviation or similar aircraft operation free of charge. For the purposes of the platform, a “flight school” also includes an aircraft rental company or an individual offering an aircraft they operate for use by third party. The organization in question must clearly state its actual form on its presentation page. The service is provided “as-is.” However, the operator expects the platform to be available at least 95% of the days in a year; nevertheless, the service may experience outages, and such outages do not constitute grounds for compensation. Any user can register for the platform free of charge and gain access to a demo version containing one complete generic sample cockpit prepared by the Company. The Service is operated exclusively in a password-free format; registration and login are performed by confirming a link sent to an email address or by using Google SSO.

2 User Roles and School Administration

The platform distinguishes between the following user roles:

- **Registered User:** A basic user who has registered for the platform for free and has access to its demo version. The platform stores their login and basic personal data until the user cancels their registration themselves or does not use the platform for more than 18 months. This does not apply to data stored with respect to legal requirements, such as invoice data.
- **Pilot:** A paying user who enrolls in a specific school (or schools) and trains in its cockpit flight simulators. The pilot voluntarily provides their personal data to the relevant school for the purpose of approving their application and enrolling them as a member.
- **School Administrator:** Represents a flight school, aircraft rental company, or an individual offering an aircraft. After standard registration and subsequent approval by the ZENIT service administrator, the school administrator gains a space to present their school (brief description, representative photos, contact information, aircraft fleet, and relevant cockpits). The administrator approves pilots’ access requests and views a list of their own (and applicant) users, including their personal data. School Administrators do not have access to other schools’ cockpits and may also serve as an Instructor, if they assign Instructor role to themselves. They can also have Pilot role, if they select any of the paid Pilot plans.
- **Instructor:** A user authorized to create cockpits for their school. This role is manually assigned by the School Administrator after the user registers in the system. Each school receives free instructor slots equal to the number of registered aircraft. Instructor can also have a Pilot role paid separately.
- **Creator:** An additional paid feature beyond the standard options that allows users with Pilot role to create their own cockpits.

3 Payment Terms and Automatic Renewal

Prices for standard pilot subscriptions, Creator add-ons, and additional instructor add-ons are set out in a separate fee schedule, always available in the app, on the relevant website section, and as a standalone document. Payments are processed exclusively via the GoPay gateway and

subject to its terms. **Subscriptions activate upon payment** (starting from purchase date), with no price changes during the active period.

Subscriptions do not auto-renew; renewal requires explicit user activation, which can be canceled anytime. Upon Service termination, no refunds are issued for the paid period, and any renewals are canceled. The Operator may offer the Service (or parts thereof) free via clearly announced promotions, vouchers, or codes.

4 Withdrawal from the Contract

Under applicable law, you may withdraw from the contract within 14 days of purchase. Since the Service begins immediately upon your express consent after payment (prior to this period expiring), any refund upon withdrawal will be pro-rated for the unused portion only—for example, withdrawing halfway through grants a 50% refund.

5 User Content and Intellectual Property

The Operator provides a platform whose content (e.g., dashboards, procedures) is provided exclusively by users and therefore bears no responsibility for it. The Operator's intellectual property applies exclusively to the ZENIT platform system, not to content uploaded and owned by users. The sole exception is the demo section accessible to every non-paying registered user.

6 Final Provisions

Any disputes shall be governed by Czech law. The Operator reserves the right to amend the Terms of Service from time to time in connection with changes in legislation and the functions of the Services.

ZENIT PLATFORM SUBSCRIPTION PRICE LIST

The ZENIT service offers several subscription options for its users. The pricing scheme is however subject to change at any time. Currently valid pricing is provided below.

1 Pilot plans

All pilot subscription plans (Occasional Pilot, Flexible Pilot, and Active Pilot) include access to all available cockpits shared by flight schools, clubs, and private owners. In addition, each user can create at least one personal cockpit and enter all the details needed to support training and procedure rehearsal.

If a subscription ends, the user's training data and created cockpits are kept for 18 months from the end date of the subscription. The free tier includes access to the following:

- Full demo cockpit access.
- A list of flight schools and other aircraft providers, including a basic overview of their aircraft.
- The user's personal details.
- The list of cockpits available during an active subscription period, including any cockpit approved by a flight school or other aircraft provider, as well as the user's personal cockpit.

1.1 Plan: Occasional Pilot – 30-days access

For users who need a quick and intensive cockpit refresh before a trip. The subscription can be set to renew automatically at the end of each period. Auto-renew must be manually enabled by the user and can be turned off at any time. The subscription starts immediately after purchase. Each user may create one (1) personal cockpit.

Price: 189 CZK / 7,59 EUR / 8,99 USD

1.2 Plan: Flexible Pilot – 3 flexible months

The plan is designed to support student pilots and pilots who do not fly often and want to rehearse aircraft procedures and specifics in depth before their trips. The subscription includes three (3) months of access to ZENIT, valid for twelve (12) months from the date of purchase. The first month is activated immediately after purchase. The remaining two months can be activated at any time during the 12-month period.

If the auto-renew option is enabled, the remaining two months will be activated automatically one after another, creating at least one consecutive two-month period. Once all three months have been used, a new Flexible Pilot subscription will be purchased automatically if auto-renew remains enabled. One month is defined as a 30-day period. Information about any remaining access periods is available in the user settings menu. Each user may create one (1) cockpit.

Price: 479 CZK / 19,99 EUR / 22,99 USD

1.3 Plan: Active Pilot – 365-days access

The plan is designed for users who fly multiple aircraft throughout the year, as well as pilots who fly only occasionally but stay active all year round. The subscription becomes active immediately after purchase and is valid for 365 days. If auto-renew is enabled, the same plan will be

automatically purchased again when the current subscription period ends. Each user with the Active Pilot plan may create two (2) cockpits.

Price: 1599 CZK / 63,99 EUR / 74,99 USD

1.4 Creator add-on for Pilot plans

With yearly access, the user can buy an add-on allowing him to create three (3) extra own cockpits. If the user buys the add-on during an ongoing Active Pilot subscription, relevant portion of the amount for Creator add-on will be charged.

Price: 899 CZK / 37,99 EUR / 44,99 USD

2 Flight schools

All flight schools receive free access to the ZENIT platform, allowing them to create learning materials for students and pilots based on their aircraft fleet. Each school is granted a number of instructor roles equal to the number of aircraft in its fleet. Any additional instructor role is available under the Instructor Extra subscription.

An instructor role allows the user to create cockpits for the school's fleet and monitor student pilots' progress in learning procedures. Instructor roles may be transferred by the School Administrator once every 24 hours. An instructor may view and edit only the cockpits of the school to which they are assigned.

2.1 Instructor Extra

This subscription covers any additional instructor roles beyond those included in the free school access. Due to the nature of the subscription, it is set to renew automatically each month by default, but the School Administrator may turn off auto-renew at any time.

Price: 99 CZK / 3,99 EUR / 4,99 USD per month