

## 1 Scope

The following General Terms and Conditions (GTCs) apply to the use of the Ogoy web platform (hereinafter referred to as "Ogoy" or "Platform"), which is accessible at the URL <https://ogoy.app>. Ogoy is operated and maintained by Georg Brodbeck (hereinafter referred to as "Operator"). By creating an account on Ogoy, you accept these GTCs in their current version.

### 1a Definition of Terms

In Ogoy, tracks can be uploaded. To this end, scenes can be created, which contain one or more tracks each.

## 2 Access and Use of the Platform

Ogoy is available to you once you have created an account. However, there is no entitlement to use the platform. Ogoy reserves the right to restrict or terminate the use of the platform at any time and without giving reasons.

## 3 Data Protection

You agree to the storage and processing of your personal data. These include the data provided during registration, as well as the uploaded paragliding flight tracks and the corresponding timestamps. Further information on data processing can be found in the privacy policy.

## 4 Account Deletion

You can request the deletion of your account via the contact form. With the deletion of the account, all associated personal data and uploaded tracks are irrevocably deleted.

## 5 Content Requirements for Uploaded Tracks

You may only upload tracks that you have created yourself or for which you have obtained the consent of the relevant person. The uploaded tracks must not be larger than 20 MB and must originate from real flights. Uploading tracks designed to disrupt or manipulate the system is expressly prohibited.

## 6 Copyright

By uploading a track, you grant OgoY the right to make this track accessible. By default, all scenes can be viewed by other users with an account. However, as a Pro subscriber, you have the option to mark scenes as private or unlisted:

**6a Private Scenes:** Only you as the creator can view these tracks. Other users do not have access, even if they have the link.

**6b Unlisted Scenes:** These scenes are not publicly displayed, but anyone who has the link can view them. Thus, you can pass on the link to others if you wish.

These settings remain in place even after the subscription is cancelled.

Note: When creating a new scene, you can also add a track from a private scene. If you then mark the new scene as public, the added track from the private scene becomes publicly available.

## 7 Complaints and Disputes

OgoY strives to resolve all complaints and disputes as quickly and well as possible. You can submit complaints or requests via the contact form on the platform. However, there is no entitlement to support or problem-solving by the operator.

## 8 Credits and Subscriptions

With a credit, you can view a scene as often as you like for one month. When creating the account, you are credited with a certain number of credits. If they are used up, the credits are topped up once a month to a certain number. This number can be adjusted at any time and is visible at <https://ogoy.app/pricing>.

Paid subscriptions allow unlimited viewing of scenes. While a subscription with unlimited credits is active, the credit balance remains unaffected.

There are five subscriptions: Free, Patron, Pro, Ultimate and Custom.

All information about the subscriptions, their features, and prices can be found at <https://ogoy.app/pricing>.

## 9 Changes of Prices and Subscriptions

The operator reserves the right to change the prices and the included services of subscriptions at any time and without prior notice. Price changes will be communicated via email and will become effective with the next payment by the user. Services already paid for are not affected by price changes.

Should the change in included features disadvantage the user within the already paid period, the operator will try to continue offering the respective functions until the end of this period. If this is technically too complicated, a refund of part of the already paid amount is also possible.

An exception is the addition or removal of map styles. These map styles are provided by various vendors whose terms of offer and availability can change at any time and are not under the control of Ogoy. For economic or technical reasons, it may be necessary to remove certain map styles for 2D or 3D maps. Pro, Ultimate, or Custom subscribers are not entitled to continuous availability of each map style during their subscription period. However, Ogoy always aims to provide a diverse selection of map styles.

## 10 Abuse

Ogoy has some paid features. The main reason for this is the very high costs of using map data. For Ogoy to function, the following is explicitly prohibited:

- Sharing accounts or passing on personal passwords
- Using Ogoy in a way that exceeds personal need (fair use)
- Attempting to use paid parts of Ogoy without paying
- Creating or distributing tools that allow the use of paid parts of Ogoy without payment
- The creation of multiple accounts per person. If someone creates one or more additional accounts by accident, the deletion of these additional accounts has to be requested immediately via the contact form.

The subscriptions Free, Patron, Pro and Ultimate are intended for private use of Ogoy. For commercial use of Ogoy, a request via the contact form is required.

Basically, you are only allowed to create scenes which contain your own flight. You may exceptionally create scenes that contain only the tracks of other individuals. However, if you do this regularly, especially if these scenes exceed 50% of your uploads, the operator reserves the right to limit or suspend your account.

Ogoy accounts must also be created only with real email addresses. Email addresses without a personal, access-protected mailbox used by the user may not be used for registration with Ogoy.

The operator reserves the right to delete accounts without notice in cases of abuse.

## **11 Termination**

All subscriptions are available as monthly or annual subscriptions. Termination of all subscriptions is possible at any time. The termination date is the end of the paid period. Monthly paid subscriptions can thus be canceled monthly, and annual subscriptions can be canceled annually. The subscription can still be used until its expiration even after cancellation.

It is possible to switch to a different subscription at any time. The switch occurs immediately and is billed pro rata.

## **12 Payments and Refunds**

Payments for subscriptions and additional credits are processed through Stripe. Stripe's general terms and conditions apply. No refunds are made for subscription cancellations, as they always take effect at the end of the paid period.

When switching to a more expensive subscription, the difference is automatically debited pro rata from the credit card. When switching to a cheaper subscription, the difference is credited pro rata to your Stripe account. This credit is automatically used for future payments.

Should Ogoy no longer be able to be operated for economic or legal reasons, there is no entitlement to a refund of the paid amounts. In any case, the operator will try to refund open amounts over CHF 20 in the event of a discontinuation of Ogoy.

## **13 Availability and Compensation for Outages**

The operator strives for the highest possible availability but cannot guarantee this. In the event of Ogoy outages lasting seven days or longer, you can request an extension of your subscription's expiration date for the time of the outage. Use the contact form for this.

## **14 Changes to the Terms and Conditions**

The operator reserves the right to change these terms and conditions at any time. You will be informed about changes via email.

## 15 Limitation of Liability

The operator is not liable for damages resulting from the use or non-use of the platform, to the extent legally permissible. This also includes damages due to data loss, technical malfunctions, or errors in uploaded tracks.

As a Pro, Ultimate or Custom subscriber, you have the option to mark your scenes as private. These tracks are then not visible to other users unless you explicitly grant them access. The operator strives to ensure the security of these scenes but is not liable for any errors in access control to private scenes.

## 16 Jurisdiction

The jurisdiction for all disputes arising from or in connection with these terms and conditions is Bern, Switzerland.

## Final Provisions

Should any provision of these terms and conditions be or become invalid, the validity of the remaining provisions shall not be affected. In place of the invalid provision, a valid provision is deemed agreed upon that economically comes closest to what the parties intended.

Bern, February 27, 2024