

General Terms and Conditions (GTC)

Product: Flying Fleet Light Version

Provider: Redcrest Solutions GmbH, Sinslerstrasse 67, 6330 Cham, Switzerland

Version: 1.0 / January 2026

1. Scope and Subject of Agreement

1.1 These Master Terms and Conditions (“GTC”) govern the use of the Flying Fleet Light Version (“Software”), provided as Software-as-a-Service (SaaS).

1.2 The Software is designed for managing aircraft, movements and member operations. The Light Version is a standardized, self-service product with fixed functionalities.

1.3 The Software is intended exclusively for personal use by private individuals. Any commercial or business use is prohibited.

1.4 The presentation of the Software on the Company’s website does not constitute a legally binding offer, but an invitation to the Customer to place an order. By clicking the button [e.g., 'Pay now', 'Purchase now' or similar and in respective country’s language] and successfully completing the payment process, the Customer submits a binding offer to subscribe to the Software. A legally binding contract is concluded only when the Company accepts this offer, either by sending a confirmation email with login credentials or by providing the Software instance for the Customer’s use.

2. Grant of License

2.1 The Company grants the Customer a non-exclusive, non-transferable right to use the Software for their private flight operations.

2.2 The Customer chooses a name for the instance, which will create a custom subdomain as CUSTOM.flying-fleet.com during setup. The Company reserves the right to reject names that violate intellectual property rights or public decency.

2.3 The Customer shall not reverse engineer, copy, or redistribute the Software code or internal workflows.

3. Scope of Service

3.1 The Light Version includes a fixed set of modules for one (1) aircraft:

- Aircraft Scheduling (Reservation system).
- Automated Creation of Invoices.
- Digital Technical Log (EASA-compliant aircraft logs).

- Maintenance Oversight (CAMO monitoring).
- Digital Document Storage.
- Core Financials (Basic accounting).
- Base-Link Cross-Feed: Automatic transfer of movement data to a connected Flying Fleet Airport instance.

4. Self-Service Setup & Support

4.1 Self-Setup: The Customer is solely responsible for the initial configuration. A "Setup Wizard" is provided to guide the User through aircraft data, pricing, etc.

4.2 No Personal Support: The Light Version does not include individual support, consulting, or setup assistance. Guidance is provided via the Admin Knowledge Base (Wiki) and in-app help pages.

4.3 Paid Support: If the Customer requires personal assistance, the Company may provide support at its current hourly rate. The Company may require advance payment for these services.

4.4 Cold-Start / Hibernation: To optimize resources, the Company may put the Customer's instance into "sleep mode" after a period of inactivity. The instance will automatically restart in real-time upon the next login. The Customer acknowledges this brief startup time as part of the technical design.

5. Fees, Payment, and Automatic Renewal

5.1 License Fees: The fee is an annual charge, payable in advance.

5.2 All fees are denominated and payable in the currency specified during the checkout process.

5.3 The Company is free to adjust any fee anytime. This does not affect the pre-paid period of usage by existing Customers.

5.4 Renewal Process & Subscription Model: Licenses do not renew automatically. The Company will send email notifications to the Customer prior to the expiration date to facilitate manual renewal. However, the Company reserves the right to introduce an automatic subscription and renewal model at its discretion at any time.

5.5 Failed Initial Payment & Locking: If an initial payment is failed or reversed, the Company may instantly lock or delete the instance.

5.6 Grace Period & Deletion: In the event of a missed renewal, a grace period of 7 days will apply, during which the Company can send further email notifications. If payment is not received before the end of this grace period, the Company is entitled to permanently delete the instance and all associated data.

5.7 Taxes and Duties

- Net Prices: All fees stated on the Company's website are net prices, exclusive of any applicable Value Added Tax (VAT), sales tax, or other duties, unless explicitly stated otherwise.

- Customers in Switzerland: For customers residing in Switzerland, the statutory Swiss VAT (currently 8.1%) will be added to the license fee.
- Customers in the EU (B2C): For private individuals (non-business) located in the EU/EEA, the Company is legally required to charge the local VAT rate applicable in the Customer's country of residence.
- Other International Taxes: Any other local taxes, customs duties, or fees applicable in the Customer's jurisdiction are the sole responsibility of the Customer.

8. 30-Day Money-Back Guarantee

8.1 New Customers may request a full refund within the first 30 days of their initial purchase if they are not satisfied.

8.2 Upon refund, the instance and all data therein will be immediately and permanently deleted.

9. Data, Backups, and System Reset

9.1 User Responsibility: The Customer is responsible for the accuracy of all data entered.

9.2 Self-Service Backups: Daily backups are generated. The Customer is responsible for downloading these backups for their own records.

9.3 Self-Restore: The Customer can restore backups or "Reset" the instance to start from scratch.

9.4 Liability for Data Loss: The Company is not liable for data lost between backup intervals or due to a customer-initiated restore/reset. The Company is not obligated to manually assist in data recovery for the Light Version.

10. Cross-Feed Disclaimer

10.1 The "Base-Link" cross-feed relies on the compatibility and active status of the Homebase Airfield's Flying Fleet instance.

10.2 The Company is not liable if the cross-feed fails due to the airfield's instance being expired, poorly maintained, or incorrectly configured by the airfield operator, or due to wrong settings set by or on behalf of the Customer.

11. Maintenance, Bugs, and Updates

11.1 Software Bugs: The Company endeavors to correct software "bugs" (errors significantly impairing core functionality) as part of general software updates. However, the Customer has no legal claim to the correction of any specific bug, nor is there any guarantee regarding the timeframe or deadline within which such corrections will be implemented.

11.2 Exclusions: Problems caused by Customer configuration errors, incorrect data entry, or unsupported third-party systems are not considered bugs and are excluded from any free maintenance.

11.3 Software Updates: General software updates, if and when released, are included in the license fee. The provision of such updates, as well as their content, scope, and timing, is at the sole discretion of the Company. The Customer has no entitlement to the issuance of updates or specific features being included in future versions.

12. Availability and Maintenance

12.1 The Company strives for an annual average availability of 99.0% for the Software.

12.2 The Company is entitled to perform scheduled maintenance and software updates. These will be conducted, whenever possible, during low-traffic periods. During this work, the Software may be temporarily unavailable.

12.3 Exclusions: The availability calculation excludes outages caused by:

- Force Majeure (e.g., natural disasters, strikes).
- Failures of the Customer's internet connection or hardware.
- Issues caused by the Homebase Airport's infrastructure (regarding Cross-Feed).

13. Liability and Warranties

13.1 The Software is provided "as is". The Company excludes all warranties to the extent permitted by law.

13.2 The Company is not liable for direct or indirect damages, operational interruptions, or loss of profits arising from the use or inability to use the Software.

13.3 The Customer shall indemnify the Company against third-party claims (including data subjects or authorities) arising from the Customer's misuse of the Software or violation of data protection laws.

14. Data Protection

14.1 Roles: The Customer acts as the Data Controller (within the meaning of the Swiss FADP/DSG and EU GDPR). The Company acts as the Data Processor.

14.2 Legal Compliance: The Customer is solely responsible for ensuring the legal basis for processing member, pilot, and third-party data and for fulfilling all mandatory information obligations towards the data subjects.

14.3 Data Processing Agreement (DPA): The specific details of the data processing, including technical and organizational measures (TOMs) and the use of sub-processors, are governed by the Company's Data Processing Agreement (DPA). This DPA is an integral part of this contract and is accepted by the Customer upon signing this agreement or using the software.

14.4 International Transfers: The Company ensures that data processing takes place in jurisdictions with an adequate level of data protection (e.g., Switzerland or the EEA) or under appropriate safeguards.

15. Upgrades and Changes

15.1 The Customer may upgrade to a higher version (e.g., Club/Airport Version) at any time. Unused portions of the pre-paid Light license fee will be credited towards the higher version.

15.2 The Company reserves the right to modify these GTC or Software features to adapt to technical progress or regulatory changes.

16. Right of Withdrawal for EU/EEA Customers

16.1 The provisions in this Section 16 applies exclusively to Customers who are residents of or have their registered office in the European Union (EU) or the European Economic Area (EEA).

16.2 Consumer Definition A "Consumer" is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor their independent professional activity (as per Art. 2 para. 1 of Directive 2011/83/EU).

16.3 Right of Withdrawal for Consumers If the Customer is a Consumer, they have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, the Customer must inform the Company via a clear statement (e.g., an email to info@redcrestsolutions.ch).

16.4 Premature Expiry of the Right of Withdrawal: The Customer acknowledges and explicitly agrees that the Company will begin the performance of the service (provision of the Software instance) immediately after the purchase.

16.5 For Digital Content: The right of withdrawal expires once the performance has begun with the Customer's prior express consent and acknowledgment that they thereby lose their right of withdrawal.

16.6 For Services: The right of withdrawal expires when the service has been fully performed.

16.7 Relationship to the 30-Day Money-Back Guarantee The statutory 14-day right of withdrawal for Consumers exists independently of the Company's voluntary 30-Day Money-Back Guarantee. However, any exercise of the statutory right of withdrawal within the first 14 days shall also be treated as a claim under the 30-Day Money-Back Guarantee.

16.8 Online Dispute Resolution (ODR) The European Commission provides a platform for online dispute resolution (ODR), which can be found at: <https://ec.europa.eu/consumers/odr>. The Company is neither obligated nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

17. Operational Responsibility

17.1 Decision Support Only: The Software is provided as a secondary administrative and decision-support tool. It is not a substitute for professional judgment, certified hardware, or mandatory pre-flight procedures.

17.2 Verification Duty: The Customer is obligated to verify all critical data provided by the Software (e.g., fuel calculations, maintenance intervals, weight and balance, weather data) against official aeronautical sources and the physical state of the aircraft before any flight.

17.3 Disclaimer of Liability for Operational Decisions: The Company shall not be liable for any incidents, accidents, or legal violations arising from operational decisions made based on data processed by the Software.

18. Acceptable Use and Prohibited Activities

18.1 The Customer shall use the Software only for legal purposes in compliance with all applicable aviation regulations.

18.2 The Customer is strictly prohibited from:

Using the Software to manage or facilitate illegal transport, smuggling, or uncertified commercial flight operations ("Grey Charter").

Using the Software in a way that intentionally damages, disables, or overburdens the Company's servers.

18.3 The Customer shall indemnify the Company against any third-party claims or legal penalties resulting from the Customer's misuse of the Software for illegal or unauthorized activities.

19. Data Ownership and Exit Timeline

19.1 Upon termination of the contract, the Customer is responsible for exporting all necessary data using the Daily Backup or Data Export functions before the effective date of termination.

19.2 The Company will maintain the Customer's instance for 7 days after the termination date as a courtesy. After this period, the instance and all associated data, including backups on the Company's servers, will be permanently and irretrievably deleted.

19.3 The Company is not obligated to provide manual data retrieval services after the instance has been deleted.

20. Governing Law and Jurisdiction

20.1 Governing Law: These Terms and the contractual relationship between the Company and the Customer shall be governed by Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). For Customers acting as consumers, this choice of law applies only to the extent that it does not deprive the Customer of the protection afforded by mandatory provisions of the law of the country in which the Customer has their habitual residence.

20.2 Jurisdiction: The courts of Switzerland shall have jurisdiction over any disputes arising from this agreement. However, if the Customer is a consumer, the statutory places of jurisdiction shall apply.

20.3 Online Dispute Resolution (ODR): In accordance with EU requirements for online commerce, the European Commission provides a platform for online dispute resolution, accessible at: <https://ec.europa.eu/consumers/odr>. The Company is neither obligated nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

21. Final Provisions

20.1 Severability Clause: Should any provision of these GTC be or become invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that comes closest to the original economic and legal purpose of the parties.

20.2 Entire Agreement: These GTC, together with the price information provided during the checkout process, constitute the entire agreement between the Customer and the Company regarding the use of the software. No oral collateral agreements exist.

20.3 Amendments: The Company reserves the right to amend these GTC at any time. For existing customers, amendments will be communicated via email and shall be deemed accepted if the Customer does not object in writing within 30 days.

These GTC are accepted by the Customer by ticking the corresponding checkbox during the online checkout process.