

Terms and Conditions

Please read this document carefully before using our website and products. This document governs the terms and conditions of access and use of our website and products. Please read this document together with the Privacy Policy. If you refuse to accept these terms and conditions below, please do not access, use the Website or discontinue any access/use of our Application and do not request our Services on any of the Partner Platforms.

Company details

Name	SIMBITWORLD SRL
Headquarters	BLD. REGELE CAROL I, NR.39, CAMERA 1, Targoviste, Dambovita, Romania
Tax registration code	40098197
Registration number at the Trade Register	J15/1328/2018
e-mail	contact@simbitworld.com
Website	www.simbitworld.com

We, **SIMBITWORLD SRL**, can also be identified under the brand name or other application's components names such as **"A Pilot's Life"** or **"APL"** or **"APLV2"** or **"A Random Flight Generator"** or **"ARFG"** or **"A Grand Tour"** or **"AGT"** in this whole document we will refer to us under the name of **"Organization", "Firm", "Company", "Operator"** or **SIMBITWORLD**.

Definitions

Operator	The provider of the technical infrastructure of the App described below and the operator of the Website https://www.simbitworld.com/ meaning SIMBITWORLD SRL
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User	The person who - accesses the Site / Application / Media, for personal or professional purposes, - order one of our products on any SIMBITWORLD partner third-party Platform - sends any request or communication to SIMBITWORLD - communicates with the Operator via social or professional networks - tests the Application (tester)
Order. Buyer	Means an order placed by the Customer through the Platform through which the Customer expresses his commitment to purchase one or more Products, under the conditions set forth in this document and those presented by the Platform from which the Product was purchased. After placing an Order and paying the Price, the User becomes a buyer " Buyer ").
Customer	When purchasing a product developed by SIMBITWORLD presented on our website and upon accessing the Application, the User becomes our customer (" Customer ").
Price	The amount of money due for the purchase of SIMBITWORLD services as it appears when placing the Order
Platform	The Company's products/services are made available to the public through a third-party platform – such as, but not limited to, simFlight GmbH (https://secure.simmarket.com/), and/or https://contrail.shop/ („The Platform") . Therefore, the purchase of the products is carried out exclusively through the Platform, which acts as a legal merchant and seller, assuming the responsibilities related to the contractual relationship with the User regarding the sales process (the "Seller").
Contract	Means the agreement between the parties - Seller and Customer – remote, in the Platform regarding the sale or purchase of one or more Products, by launching an Order by the Customer and only after accepting it by the Seller, expressly, in compliance with legal provisions and its terms and the conditions. In order to remove any doubt, any contractual relationship between us, the Company, and a User who tests the Application and/or creates an account on the App is also considered a Contract, therefore any TESTER is subject to the terms and conditions of this document. This Contract is concluded in Romanian language and is <u>governed by Romanian law</u>. Should any discrepancies arise between Romanian and English provisions, the provisions in <u>Romanian language</u> will apply with priority.
Transaction	Means the payment operation performed by the Customer, respectively the collection by the Seller, of a sum of money as a result of the sale by the Seller, respectively the purchase by the Customer, of one or more Products.
Products	Means any goods/services that are offered through the Platform for a fee to a Buyer, respectively that are available within our Application regardless of version, for the Client. (" Products " / " Services ")

	Our products target, but not limited to, individuals (eg. but not limited to airplane pilots or potential airplane pilots). By analogy, there are also considered Products any goods / services / access to the Application, regardless of the version, offered to the testers.
The App	Software available on https://www.simbitworld.com under the following versions: A Pilot's Life – Chapter 2 (APL V2) A Random Flight Generator (ARFG) A Grand Tour (AGT) A Pilot's Life – Chapter 2 PA Expansion The application is <i>desktop</i> type, which simulates a commercial pilot career - simulates job offers at various airlines, generates flight schedule (schedule), monitors the characteristics of the flight performed in a simulator (an independent application to which the application connects), provides flight reports and other information useful for the beneficiary.
Media	All the tools made available to our users or customers, including the Site, the social media pages, but not limited to Facebook, Instagram, Linkedin, Twitter, Discord, or any other media or tools which connect you to our products have as purpose making the application available or promoted to our customers.
Affiliates / Partners	Any entity to which SIMBITWORLD SRL enter into a contractual relationship for the purpose of delivering Products to the final consumer, the natural person (eg, but not limited to suppliers, subcontractors, collaborators etc.)

The terms defined in this document have the same meaning whether used in the singular or plural, meaning that the use of one form also includes the other form, as the case may be.

Description of SIMBITWORLD and services offered

We are a company that develops software products for virtual flights, presented on our website <https://www.simbitworld.com/> and available for use through our desktop application ("**The Application**" / "**The App**"), being marketed exclusively through third-party platforms, generically referred to as the "**Platform**".

The website <https://www.simbitworld.com> describes our Products which are offered through the Application (hereinafter collectively referred to as "**Site**"). The simbitworld.com website has been developed to facilitate the relationship between you and SIMBITWORLD, in order to understand, access and use the the software Application in any of its available versions, as well as the associated digital functionalities and services.

The Operator does not provide real aviation services and is not an air operator or aviation training institution. The platform offers exclusively a simulated experience, intended for entertainment and use within compatible flight simulators.

By accepting this Terms and Conditions, the User understands and accepts that the Operator does not assume responsibility for the way in which the Application is used, for the results generated within the simulation or for the interpretation of the data, scores and reports provided by it.

Relationships with SIMBITWORLD

Simbitworld SRL is not an online store. The products presented on the Simbitworld website are developed and owned by Simbitworld SRL and can be purchased through third-party partner platforms.

YOU and The Platform. Users are redirected to third-party platforms such as SimMarket, Contrail, which act as independent distributors and are exclusively responsible for processing orders, payments, refunds, invoicing. The purchase contract is concluded between the user and the chosen third-party platform (SimMarket or Contrail or other). For any problems related to payments, billing or refunds of the value of the products, users must contact the platform from which they purchased the product directly.

YOU and SIMBITWORLD. Simbitworld SRL remains responsible for the development, operation and technical support of the products offered through the App. For technical problems or problems related to the operation of the products, users can contact Simbitworld.

This document establishes the terms and conditions applicable to the relationship between the Company and any Client using the Site and/or Application in relation to the access, use or, as the case may be, the functionality of the products. The terms and conditions applicable to the purchase of products through Third Party Platforms are established by the operators of these Platforms and are applied independently, supplementing, as the case may be, the provisions of this document.

Content published on the Site or in the App are general information about us, information about Products sold by us, and other information considered to be of interest to Users. Information is made available to Users for free.

SIMBITWORLD content means any and all of the following components, but not limited to them, regardless of whether they are made available to the User for a fee or free of charge:

- visual identity components (trade names, trademarks, logos or symbols, etc.), the graphic interface, the technical interface, graphic and design components, images, photographs, texts, specifications, descriptions, names;
- texts, images, photographs, audio-video materials, posts, specifications and descriptions of the SIMBITWORLD Services; offers, testimonials, and any other data, available on or through the Site, Application, Platform or Media, including those contained in newsletters;
- any e-mail or communications transmitted between the Operator and the User by electronic means and/or any other available means of communication.

The User is obliged to comply with all intellectual property rights of us, under the laws in force. The User agrees to access and use this site for purposes and in ways that do not constitute a misuse.

The Company reserves the right to modify and prohibit access to or temporarily or permanently block any part of this Site/App or any information contained therein, without assuming the obligation to notify Users. These changes will take effect upon their publication on this Site.

The User agrees to receive notifications, pop-up or in any form, regarding the launch of new versions of the application.

The User is fully and exclusively responsible for the veridicity of the statements, data and documents they provide to the Operator, as well as for any action or decision taken in connection with or following access to and use of the Site and Services SIMBITWORLD.

Each time you use or test our Application, the relations between the parties are governed by the terms and conditions **in force at the time of use**. With regard to the purchase of products, the terms and conditions **in force at the time of the order** will apply, as established by the Third Party Platform through which the purchase is made.

Orders. Payments

Each time you order **Products belonging to SIMBITWORLD**, the contract between us will be governed by the terms in force at the time of the order displayed on the **Platform** chosen by you, supplemented by the terms at the time of use and access to the Application. These terms apply to you as a consumer, i.e. an individual.

The entire ordering process, including but not limited to order acceptance, payment, credit, or debit card details are handled by the chosen as third party Platform or their partners and affiliates.

SIMBITWORLD services are provided exclusively in electronic format, online. The content will be sent to the User by APP, or if needed by e-mail, to the address provided when placing the Order. Please ensure that the e-mail address you provide is correct and that you have access to it. The Operator assumes no responsibility and is not obliged to take steps to identify your e-mail address, to correct incorrect or incomplete information submitted by the User or to accept changes to the User's e-mail address.

The mere fact of placing an Order, in the absence of the full Payment processed and confirmed and an express confirmation from the Operator of acceptance of the Order, does not generate any obligation on our part to provide the Services. Any aspects regarding the completion of the payment process are managed by and together with the Platform. **Our Clients are the Buyers accepted by the Platform, under its terms and conditions.**

We reserve the right (but not the obligation) to request additional information from the User/Buyer for access in the App.

If the User acts on behalf of an entity, by placing an Order, he/she declares and guarantees that he/she has the right to act on behalf of that entity; in this case, the entity will be invoiced and will be responsible for paying the Price, according to the data provided by the User.

When you provide with your credit or debit card details, please confirm that you are either the cardholder or have the cardholder's permission to use the card to order from us, and you also confirm the transfer of personal data for the purpose of submitting the Order for the purchase of the desired Products to the Platform and under the conditions shown by its website.

Payment Process and Third Party/The Platform

Payment for SIMBITWORLD Services will be made in full, in advance, online, with a bank card, through the chosen Platform. We inform you that the Platform is a third-party online payment processing platform, and we are not responsible for any error, problem, dispute, loss or damage related to the processing of payments made through it and we have no control over the way in which it processes your personal data.

Before making payments to us through the chosen Platform, please consult:

- *The Terms and Conditions of the Platform to which you were redirected such as but not limited to <https://secure.simmarket.com/conditions.php> or <https://contrail.shop/policies/terms-of-service>*
- *The Privacy Policy of the Platform to which you were redirected, such as but not limited to <https://contrail.shop/policies/privacy-policy> or <https://secure.simmarket.com/privacy.php>*
- *or another Platform, depending on your choice on our site, meaning you still agree that you will check the link to the respective terms and conditions in force at that time.*

The additional terms indicated above shall apply independent and in addition to the terms and conditions of this document and shall be considered an integral part thereof. If the additional terms are contradictory to the provisions of this document, the additional terms specific to the respective action shall prevail over the terms and conditions of this document on the specific matter handled by the thirdparty.

The price and payment method are specified in each Order. The selling price of the Products is the one in force at the time of placing the Order. We have the right to update the prices of the Products at any time, and such an update will replace any previously displayed prices for those Products.

Simbitworld **is not involved** in the processing of payments and does not act as a merchant in transactions made through Third Party Platforms. All aspects related to the execution of payments, including but not limited to, authorization of transactions, their security, fraudulent or unauthorized use of bank cards, as well as the collection, processing and storage of payment data, are managed exclusively by the Third Party Platform and/or by the payment processors used by it. **Therefore, Simbitworld cannot be held liable for any damage, loss or problem resulting from the processing of payments or from the unauthorized use of payment data, these responsibilities falling entirely on the Third Party Platform and its partners.**

Currently we do not accept the placement of Orders outside one of the indicated Platforms on our website (such as through App, social media, by phone or by e-mail).

Any campaigns or promotions presented will also be subject to the terms and conditions applicable to that campaign or promotion. If no duration is indicated for the promotions, they will be valid within the limits of available stocks / places.

Right of withdrawal and refunds

The Consumer has the right to withdraw from the distance contract within 14 (fourteen) days from the date of conclusion of the contract (the date of confirmation of the Order by the Operator), except in cases where the contract was executed within the withdrawal period, according to OUG no. 34/2014 on consumer rights in contracts concluded with professionals.

Therefore, the Customer has the right to cancel the order and request a refund within the terms specified by the Platform, only if the Services have not been provided by the date of expression of the intention to withdraw or if by exception the Operator expressly accepts the refund.

Please note that the entire refund process is handled by the Platform.

Our Products.

The Products are presented on the Site for informational purposes and are made available to our customers for use exclusively through the Application. All information used to describe the Products (including, but not limited to, static or dynamic images, descriptive texts, graphic or video presentations) is of an indicative nature and does not create contractual obligations, as they have an exclusive role of presentation and information.

Our digital Products are original and are protected by copyright and other intellectual property laws. Trade names, trademarks, copyrights, as well as any other rights related to the Products are and will remain the exclusive property of the Company.

By purchasing the Products, the user acquires a limited, non-exclusive and non-transferable right to use them, exclusively within the Application and in accordance with their intended purpose, without acquiring any ownership rights over the Products.

Copying, distributing, modifying, decompiling, reselling or any other use of the Products other than those expressly permitted is prohibited.

The Company does not guarantee that the Products will be compatible with all systems, configurations or usage environments and cannot be held liable for any non-conformities resulting from their use in conditions other than those recommended.

Intellectual property

SIMBITWORLD is the owner of all intellectual property rights of the Site and the App, design and content including, but not limited to: source code, files, compiled and uncompiled, technical interface, graphical interface, structure/architecture, databases, programs and operating systems, algorithms, protocols, procedures, techniques and any other elements determined by the interaction of the code with the hardware and operating system, drivers and application programs, web design and other graphic and design elements, animations, modules, tests, including, but not limited to copyrights, trademarks and other intellectual property rights.

The content of the purchased Products is and remains the sole and exclusive property of the Operator. With respect to this Content, the User acquires only an individual, personal, **non-exclusive, non-transferable and revocable license for use for personal purposes** only, limited to the subject matter, duration and purpose of the contract. Products purchased from us may not be resold or distributed for commercial purposes, being intended for personal use.

For the avoidance of doubt, by purchasing the Products through Third Party Platforms, the buyer acquires a limited, non-exclusive, non-transferable and revocable license to use the Products, as a SIMBITWORLD Client, exclusively within the Application, for personal purposes and in accordance with their intended purpose. The license does not imply the transfer of ownership of the Products, which always remain the exclusive property of the Company. The User is prohibited, without the prior written consent of the Company:

- to copy, distribute, sublicense or make the Products available to third parties;

- to modify, adapt, translate, decompile, reverse-engineer or attempt to obtain the source code;
- to use the Products for purposes other than those provided for in this document;
- to remove or alter any intellectual property rights notices.

The license is granted for the duration of use of the Product and may automatically terminate in the event of violation of the applicable terms and conditions. The Company reserves the right to update, modify or withdraw the Products, as well as to suspend or limit access to them, under the terms of the law.

Attention - Fraud.

SIMBITWORLD SRL does not and will never request from Customers, through any means of communication (e-mail, telephone, SMS or other channels), confidential information such as bank card details, accounts, passwords or other access credentials.

The purchase of Products is carried out exclusively through third-party partner Platforms, and the entry of payment data takes place only within the secure framework of these Platforms and/or the payment processors used by them. SIMBITWORLD SRL does not have access to and does not store users' payment data and cannot intervene in the authorization or processing of transactions.

Any attempted fraud, including requests to transmit sensitive data on behalf of SIMBITWORLD SRL, must be ignored and reported immediately to the Platform or to us at the email address indicated in the preamble. SIMBITWORLD SRL cannot be held liable for damages resulting from unauthorized use of payment data or from fraudulent actions carried out outside its infrastructure, the responsibility falling on the Third-Party Platforms and payment processors involved.

Force Majeure.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by a force majeure event. Force majeure is an "event outside our control" or an *unpredictable event, beyond the control of the parties and which cannot be avoided*. An "event outside our control" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. If an event outside our control takes place that affects the performance of our obligations under a contract we will contact you as soon as reasonably possible to notify you. Our obligations under a contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control.

Liability. Limitations.

The use of the App/ Site is at your own risk. The information and the services are provided on an "as is" basis in accordance with our brand philosophy, without warranty of any kind. The Products sold through the App meet the legal requirements and the Company makes every effort to provide high quality/performant/tech Products, in accordance with our values.

We cannot guarantee the access, availability or continuous operation of the Site and/or Services, or that they will fully meet the needs or expectations of the User or that their operation or access will be uninterrupted, error-free or that any defects that may occur will be remedied. We are not responsible for any damage caused by any technical malfunctions of the App (e.g., inability to access any link).

By entering this App/Site you acknowledge and agree that your use is at your own risk and that this site, its owners, representatives, employees, or any of the parties involved in creating, producing, or delivering this Site / App are not liable for any damages whatsoever, including any direct, incidental, consequential, indirect or special damages, or any other losses, costs or expenses of any kind which may arise, in any connection with the access to, the use of, or browsing of this App/Site or in connection with any content, information, data, promotions, activities, associated with this App/Site, or in connection with your downloading of any materials, text, data, images, video or audio. Nevertheless, nothing in these terms shall affect your statutory rights as a Consumer.

You are obliged to keep the username and password related to the Account safe, being the only one responsible in case of their fraudulent use by a third party.

Users are liable to us and to any entitled third parties and will fully repair all damages caused by violating any obligation, rules or prohibitions contained in this document, in applicable laws, as well as in any other documents to which we refer or refer, including by holding the User liable (civil, criminal, contravention) and fully repairing the damages caused to the Operator (including the unrealized benefit and the costs of lawyers, consultants, legal expenses, etc.). You agree to indemnify us against any breach by you of these terms and any claim or claim made against SIMBITWORLD by any third party, including and without limitation any actions, damages, costs, expenses, as a result of the breach by of these terms.

If we fail to insist that you perform any of your obligations under these terms, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

The User expressly understands and accepts that any action against the Operator must be brought **within 1 (one) year from the occurrence of the cause of action**, otherwise such claim or cause of action shall be deemed to be time-barred. Some or all of these limitations and exclusions may not be permitted by applicable consumer law, so they will not apply to you if you are a Consumer and the law prohibits such limitations and exclusions from applying to you.

The User expressly understands and accepts that, in all cases, the Operator's liability under this document will be **limited to the amounts paid to the Operator by the User, if applicable, in the last twelve months preceding the cause of action**.

Notifications.

You will generally find us at the e-mail address [**contact@simbitworld.com**](mailto:contact@simbitworld.com) for any questions or concerns regarding the Products, and we will respond to you as soon as possible but we will certainly be within a maximum of **30 days** to respond to you / resolve the reported situation.

Other important terms.

This document represents a legal contract concluded at a distance, accepted by simply ticking it.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

We will all try to resolve amicably any disputes or misunderstandings that may arise. To the extent that amicable settlement will not be possible, disputes will be settled by the **Romanian courts from the SIMBITWORLD SRL headquarters.**

Users understand and expressly accept, in full and unconditionally, the provisions of this document, including the disclaimer and limitation of liability clauses), according to art. 1202-1203 of the Civil Code.

We may change this document at certain intervals. Therefore, we recommend that you access this page each time you access / place your Order to read the latest version.

You can access the Romanian version of the Terms and Conditions here:

[https://www.simbitworld.com/docs/usageTerms/terms and conditions simbitworld 2026 ro.pdf](https://www.simbitworld.com/docs/usageTerms/terms%20and%20conditions%20simbitworld%202026%20ro.pdf)

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*Aspects of privacy and the processing of personal data related to the use, in any form, of the App / Site are governed by the privacy policy document ("**Privacy Policy**") in addition to these Terms and Conditions.*