

SimPassengers — Terms & Conditions

Effective date: 01.05.2026 **Last updated:** 09.05.2026

1. Who we are

SimPassengers is a software product published by **ACE Solutions** ("we", "us", "our"), operated by Anil Ardahanli, with a registered place of business in Turkey. Contact: hello@ace-solutions.io.

These Terms & Conditions ("Terms") govern your access to and use of the SimPassengers software, the SimPassengers website at simpassengers.com, the in-game panel, the desktop launcher, the bridge component, and any related services we make available (collectively, the "Service").

2. Acceptance of these Terms

By creating an account, by purchasing a license, or by installing or using the Service, you confirm that you have read these Terms, agree to them, and have the legal capacity to enter into a binding agreement. If you do not agree, do not use the Service.

You must be at least **13 years old** to create an account. If you are resident in the European Economic Area or the United Kingdom, you must be at least the age of digital consent in your country (typically **16**). Users below these ages must not register.

3. The Service

SimPassengers is an add-on for **Microsoft Flight Simulator 2024**. It enriches simulated flights with cabin events, in-flight scoring, public address announcements, passenger behaviour, achievements, and a community feed of community flights. The Service includes:

- The **bridge** desktop application that communicates with the simulator via SimConnect and reports flight telemetry.
- The **launcher** desktop application that manages installation, configuration, sign-in, and updates.
- The **in-sim panel** that runs inside Microsoft Flight Simulator 2024.
- The **simpassengers.com website** and account dashboard.
- A future **mobile companion app**, when released, which lets you receive notifications about followed pilots and view your own flights.

The Service depends on third-party software (Microsoft Flight Simulator 2024) that we do not control. We make no warranty that the Service will remain compatible with future versions of the simulator.

4. Accounts

To use the Service you must create an account using a valid email address. You are responsible for keeping your password confidential and for all activity that occurs under your account. You agree to notify us immediately at hello@ace-solutions.io of any unauthorized use.

We may verify your email address by sending you a verification link. Some features may be limited until your address is verified.

You may close your account at any time by contacting us at the address above. Closing your account does not automatically refund prior purchases. See section 7.

5. Licence and permitted use

Subject to your compliance with these Terms and your payment of any applicable fees, we grant you a **personal, non-exclusive, non-transferable, revocable licence** to install and use the Service on hardware that you own or control, solely for your own non-commercial flight simulation use.

You may **not**:

- copy, modify, merge, adapt, translate, reverse engineer, decompile or disassemble the Service except to the extent permitted by mandatory local law;
- redistribute, sell, sublicense, rent, lease, or otherwise commercially exploit the Service or any part of it;
- bypass, disable, or interfere with any technical protection or security feature of the Service, including the hardware-binding mechanism described in section 6;
- use the Service to transmit content that is unlawful, infringing, defamatory, harassing, or that you do not have the right to share;
- use the Service to harvest or collect data about other users without their explicit consent;
- use the Service to disrupt or impose unreasonable load on our servers or third-party services we depend on.

A breach of this section may result in immediate suspension or termination of your account without refund.

6. Hardware binding

To prevent unauthorized redistribution and to protect paying users, the bridge and launcher generate a **composite hardware fingerprint** ("HWID") from your computer (a combination of low-level identifiers such as machine identifier, MAC address, computer name, system volume serial, and user domain). The HWID is bound to your account on first sign-in.

You may **release ("revoke") the HWID up to three (3) times in any rolling 365-day period**, which lets you sign in from a different machine. Beyond that limit you must wait for the rolling window to roll forward, or contact support at anil@ace-solutions.io with a reasonable justification (for example, hardware failure or theft) and we will consider an additional release at our reasonable discretion.

The HWID is a non-reversible derivation; we do not collect a complete inventory of your hardware. See the Privacy Notice for details.

7. Purchases, billing, and refunds

The Service is sold via **Fungies**, which acts as the **merchant of record** for all purchases. Fungies uses **Stripe Connect** as the underlying payment infrastructure. This means:

- All payments are processed by Fungies under their own terms and privacy policy.
- Fungies is responsible for issuing invoices, collecting and remitting any applicable VAT or sales tax, handling chargebacks, and providing payment-related support.
- The Fungies receipt is the binding billing record for your purchase.

Prices are displayed in your local currency where supported by Fungies and are charged in the currency of the variant at the time of purchase. Some currencies are converted at Fungies' prevailing rate.

Refunds. Because the Service is a digital product that grants immediate access to downloadable content, refunds are handled on a **case-by-case basis** by us in coordination with Fungies. To request a refund, contact us at hello@ace-solutions.io within **14 days of purchase**, describing the reason. We will respond within 14 days. Statutory refund rights granted to consumers under the laws of your country (for example, the EU Distance Selling rules where they apply to digital content) are not affected by this policy.

If we approve a refund, the refunded amount will be returned through the original payment method by Fungies, less any non-refundable fees that they apply.

8. Updates and availability

We may release updates, patches, and new features at any time. Some updates may be required for continued use of the Service (for example, when the underlying simulator API changes). Updates may add, change, or remove features.

We aim to keep the Service available but do not guarantee uninterrupted operation. The Service may be unavailable for maintenance, due to network problems, or because of factors outside our control.

9. User-generated content

The Service lets you publish a public profile, share flight logs, and post comments. By submitting any such content ("User Content") you:

- represent that you own the rights to it or have permission to share it;
- grant us a worldwide, non-exclusive, royalty-free licence to host, display, and distribute that content within the Service for the duration of your account;
- agree that we may remove any User Content that, in our reasonable judgment, violates these Terms or applicable law.

You can make your profile and individual flights private at any time from the dashboard. Removing User Content from the Service will not delete copies that other users may have already saved or shared.

10. Third-party services

The Service integrates with third-party services that we use to deliver functionality:

- **Microsoft Flight Simulator 2024** (Microsoft) — the host simulator.
- **Fungies** (merchant of record) and **Stripe** (Fungies' underlying payment infrastructure) — payment processing, invoicing, and tax handling.
- **AI providers** (OpenAI, Anthropic) — large language models used to generate dynamic in-sim dialogue and announcements.
- **Amazon Web Services** (Amazon Web Services EMEA SARL) — hosting and database.
- **Firestore Cloud Messaging** (Google LLC) — push notifications for the mobile app, when released.
- **Discord** (Discord, Inc.) — community channel; only used if you choose to join.

Use of these services is subject to their own terms and privacy policies. We are not responsible for the content, availability, or practices of any third-party service.

11. Intellectual property

All title, ownership rights, and intellectual property rights in and to the Service (including but not limited to source code, executables, branding, the SimPassengers name and logo, and accompanying assets) remain with ACE Solutions and its licensors. These Terms grant you no rights to our trademarks, logos, or trade dress.

Microsoft Flight Simulator and related marks are property of Microsoft Corporation.

12. Disclaimers

The Service is provided "**as is**" and "**as available**", without warranties of any kind, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy of telemetry, or uninterrupted operation. Flight scoring is for entertainment purposes only and does not represent any real-world aviation assessment.

You acknowledge that the Service is **not flight training software** and **must not be used for any real-world aviation purpose**.

13. Limitation of liability

To the maximum extent permitted by law, in no event shall ACE Solutions, its directors, employees, or contractors be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Service, including loss of profits, loss of data, or business interruption, even if we have been advised of the possibility of such damages.

Our **total aggregate liability** for any claim arising out of or related to the Service is limited to the amount you paid us for the Service in the **twelve (12) months preceding the event giving rise to the claim**.

Nothing in these Terms excludes or limits liability for fraud, gross negligence, wilful misconduct, death or personal injury caused by negligence, or any other liability that cannot be excluded under applicable law.

14. Termination

You may stop using the Service and close your account at any time. We may suspend or terminate your access to the Service if you breach these Terms, if your payment is reversed or chargebacked, or if we are required to do so by law.

On termination:

- your licence to use the Service ends immediately;
- your account and User Content may be deleted in line with our Privacy Notice;
- sections of these Terms that by their nature should survive (intellectual property, disclaimers, limitation of liability, governing law) will continue to apply.

15. Changes to these Terms

We may update these Terms from time to time. If the changes are material, we will notify you by email or through the Service at least **14 days** before the change takes effect. Continued use of the Service after the effective date of an updated version constitutes your acceptance of the updated Terms.

16. Governing law and disputes

These Terms are governed by the laws of the **Republic of Turkey**, without regard to its conflict of laws principles. You and ACE Solutions agree that the courts of **Izmir, Turkey** have exclusive jurisdiction over any dispute arising out of or related to these Terms or the Service, except where mandatory consumer protection laws of your country of residence give you the right to bring proceedings in your local courts.

If you are a consumer in the European Union, the European Commission provides an online dispute resolution platform at <https://ec.europa.eu/consumers/odr/>.

17. Contact

Questions, complaints, refund requests, or notices under these Terms:

ACE Solutions / Anil Ardahanli Email: hello@ace-solutions.io

End of Terms & Conditions.