

# Terms of Use

## 1. Introduction

SkyChatters is a social platform that connects travellers through the use of electronic devices. SkyChatters is the property of Skychatters s.r.o. - Czech limited liability company - and therefore these Terms of Use will be governed by and construed in accordance with the laws of the Czech republic. Any dispute arising out of or in connection with these Terms of Use will be subject to the jurisdiction of the relevant Czech courts. .

Skychatters s.r.o. might be further on referred to as “us” “we” or “the company”. SkyChatters might be further on referred to as “Platform”. All services provided by us, including the websites and the Platform, might be further on referred to as the “Service”. Any content, information, or other material that you post to the Service may be further on collectively referred to as “User Content”.

## 2. Acceptance

Your acceptance of these Terms of Use (further on referred to as an “Agreement”) is required in order to access and use the Service. You hereby agree to be bound by this Agreement by opting-in (consenting to Skychatters s.r.o. Terms of Use), creating and using a SkyChatters account in any form (further on referred to as an “Account”). When you access or use the Service, you represent and warrant that you have read and understood this Agreement and our Privacy Policy, and acknowledge that they are a binding legal agreement between you and Skychatters s.r.o. We strongly encourage you to read both these documents in full - they are both accessible via our website [skychatters.com](http://skychatters.com).

This Agreement expressly prohibits commercial use, and it governs your non-commercial use of the Service. If you don't comply with this Agreement, you may not use the Service nor create an Account. If you have created an Account already despite you disagreeing with this Agreement, please contact [info@skychatters.com](mailto:info@skychatters.com) in order to deactivate your Account.

We reserve the right to modify this Agreement at any time. Upon any change to this Agreement, we will publish the amended Agreement on our website [skychatters.com](http://skychatters.com) and such changes shall be effective immediately upon posting. If these changes concern your rights or obligations, we may attempt to notify via the email which you have provided upon your login, but it is entirely your responsibility to be aware of these changes and you should periodically review the most up-to-date version of this Agreement. Your use of the Service after the changes are effective constitutes your acceptance of this Agreement as modified. If at any time you choose not to accept this Agreement, including following any such modifications hereto, please do not use the Service and contact [info@skychatters.com](mailto:info@skychatters.com) in order to get your Account deactivated.

## 3. Eligibility

You must be at least 16 years old in order to access and use the Service. If you are not 16 or older, do not use the Service. By accessing and using the Service, you are stating that you have the right, authority and capacity to enter into this Agreement and be fully bound by

it. IT IS ENTIRELY YOUR RESPONSIBILITY TO FOLLOW THE LAW OF THE COUNTRY OF WHERE YOU ARE LOCATED WHILE ACCESSING THE SKYCHATTERS PLATFORM. You understand and acknowledge that we do not carry any responsibility for your actions or actions of anyone you meet via the Platform.

#### 4. Account - Creation, Termination and Safety

When creating a SkyChatters account, you have more options to choose from. You can either register an account with SkyChatters using your email address or using your Facebook/Google account. If you use your Facebook or Google account, you hereby authorize us to access and use certain Facebook or Google account information, including but not limited to your public profile.

By creating an Account you understand and agree that all supplied information will be stored on our servers and used for your own identification or as a part of your public profile within the Platform.

You are solely responsible for all the content that you upload yourself or that is transferred from third parties such as Google or Facebook, such as your name, profile picture, age, email address, and other user details. In the event that this content becomes invalid, inaccurate or untruthful for any reason, you are required to promptly update it yourself in the Platform or request the change at [info@skychatters.com](mailto:info@skychatters.com). You understand and acknowledge that IT IS STRICTLY FORBIDDEN TO FAKE YOUR IDENTITY, and that YOU MAY NOT SUPPLY ANY UNTRUTHFUL OR MISLEADING CONTENT. You also may not post any material that is offensive, abusive, obscene, threatening, racially offensive, illegal or material that violates another person's rights in any way. You understand and agree that failure to comply with this may be a reason for permanent termination of your account.

You understand and acknowledge that your Account may be permanently terminated or temporarily banned by us at any time for any reason, including but not limited to the case of your offensive or inappropriate behaviour towards other users or to the case of faking your identity. If you think your Account was banned or terminated for an unreasonable cause, you can contact [info@skychatters.com](mailto:info@skychatters.com) and explain your situation; your termination might be reconsidered. We will try to prevent any misunderstandings, but we are not obligated to disclose with you the reason for the termination or ban. If your account has been terminated or banned, you are not entitled to any kind of compensation.

You are solely responsible for keeping your password private and for safeguarding your access to the Service. You are responsible for all activity that occurs under your Account, whether or not such activity was authorized by you. We are not liable for any loss or damage arising from your failure to safeguard your password or from allowing others to use your Account. You are required to notify [info@skychatters.com](mailto:info@skychatters.com) in case of any suspected unauthorized use of your account. To maintain the highest level of security, we recommend you log off at the end of each session.

You can request to delete your account at any time by contacting [info@skychatters.com](mailto:info@skychatters.com). When requested, we will also delete all your User Content. However, you acknowledge and understand that we may still store and use any anonymized data about your usage of the Service that may help us improve and develop our Platform in the future.

## 5. Interaction with others

You are solely responsible for any interaction with other users you meet via the Platform. We are not responsible for any of your actions or any of actions of the people you meet via the Platform. You understand and acknowledge that we are not capable of running criminal background checks on the SkyChatters users or to verify their identity, and that all interaction with other users of the Platform is at your own risk. However if you ever come across a user that seems to be faking his/her identity and/or displays offensive or criminal behaviour, don't hesitate to report them to [info@skychatters.com](mailto:info@skychatters.com); we will try to investigate the claim ASAP.

You acknowledge and understand that meeting strangers always carries its own risk, regardless of whether you meet them via the SkyChatters platform or by any other way. We DO NOT have any responsibility for what happens or does not happen between you and anybody else you meet via our Platform.

Skychatters s.r.o., its employees, partners and shareholders are not responsible for the conduct of any user in any event, whether direct or indirect. We are not responsible for any losses, damages or criminal events that might occur between our users. This responsibility remains strictly between users only.

You understand and acknowledge that we are not responsible for services provided to you by any third parties (including, but not limited to airlines, flight ticket vendors, any other companies connected with your transportation) that you choose to go to via our Platform. We are also not responsible for any inaccurate or incomplete information (including flight information) displayed within the Platform.

## 6. Intellectual Property Rights of the company

The company exclusively retains ownership of all rights, title and interest in and to the Service. The company owns all proprietary rights on the SkyChatters platform, including its codes, trademarks, logos, icons and other intellectual property. You are not allowed to copy or in any way change, translate or make use of any of this content. The Service is protected by copyright, trademark, and other applicable laws of the Czech Republic as well as foreign countries. Any unlawful use of the property of the company will constitute a material infringement of its intellectual property rights (including, but not limited to copyright and database right) and will give the company the right to request the immediate cease of the infringing activity and to request compensatory damages that may have caused.

The company also reserves all rights not expressly granted in this agreement. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding the Service is entirely voluntary and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you. You may not assign (or grant a sub-licence of) your rights, grant a security interest in or over your rights, or otherwise transfer any part of your rights granted under these Terms.

The sound used in the Platform for notifications is the sound "[Definite](#)" by Notification Sounds, used under the Creative Commons Attribution 4.0 International Licence. To view a copy of this licence, visit <https://creativecommons.org/licenses/by/4.0/legalcode>.

## 7. Limitation of Warranties and Liability

The company reserves the right to modify, suspend, or terminate the Service or your access to the Service at any time, for any reason, and without notice or liability to you. You agree and accept that in such a case, you are not entitled to any compensation. We reserve the right to refuse access to the Service to anyone for any reason at anytime. We shall not be liable to you or any third party should we exercise such right, in whole or in part.

We assume no responsibility for the creation, delivery, or deletion of User Content, or for the failure to store any User Content or settings on the Service. You understand and acknowledge that temporary interruptions of the Service may occur. You also understand and acknowledge that we have no control over third party services accessible through our Service and therefore, we cannot control disruptions on, interactions with, or the performance of these other services.

Although we will attempt to provide the best service we can, your access to and use of the Service is at your own risk. You understand and agree that the Service is provided to you on an "AS IS" and "AS AVAILABLE" basis, without express or implied warranty or condition of any kind.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER. THIS INCLUDES, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. The company does not represent or warrant that: a) the Service or any User Content will be complete, accurate, available, timely, secure, or reliable; b) the Service will meet your requirements; c) the Service will be uninterrupted or error free or secure; d) any defects or error in the Service will be corrected; e) any User Content or other communications maintained by the Service won't be deleted or that these will be stored or transmitted; f) there won't occur any harm to your computer or other system, loss of data, or other harm that results from your access to or use of the Service, or any User Content.

The company may make third party content or information (including, but not limited to flight information) available through the Service. All third party content is the sole responsibility of the respective authors and providers thereof and should not be relied upon. We do not guarantee the accuracy, completeness, or usefulness of any such content, we also do not adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears in the Service. UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT PROVIDED THROUGH THE SERVICE, OR TRANSMITTED TO OR BY ANY USERS.

You understand that by using the Service you may be exposed to content that you may find offensive, indecent or objectionable and that, in this respect, you use the Service at your

own risk. No advice or information, whether oral or written, obtained from the company or through the Service, will create any warranty not expressly made herein.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR GOODWILL (INCURRED DIRECTLY OR INDIRECTLY), DAMAGES FOR LOSS, CORRUPTION OR BREACHES OF DATA OR PROGRAMS, AND OTHER INTANGIBLE LOSSES, arising out of or in any way connected with your access to, display of or use of the Service or with the delay or inability to access, display or use the Service (including, but not limited to unauthorized access, use, or alteration of your User Content; your reliance upon opinions appearing on this Platform; any content or conduct of other users of the Platform; any third parties connected with the Service; any information, software, computer viruses, linked sites, or any other content obtained from the Service), whether based on negligence, contract, statute, tort, warranty, strict liability, consumer protection laws, or otherwise; and whether or not the company has been advised of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

The disclaimer of warranties and limitation of liability provided above shall be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

## 8. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold the company harmless from all liabilities, claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable legal and accounting fees and expenses, that arise from your use or misuse of the Service, your breach of this Agreement, or your violation of any law or the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in connection therewith.

## 9. Severability

If any right or provision of this Agreement is or becomes unenforceable, invalid, or non-binding (collectively, an "Invalid Provision"), the remaining provisions will remain to be valid and enforceable. You hereby agree to accept a similar effect as the Invalid Provision, with respect to the contents and purpose of this Agreement, and the Invalid Provision will be enforced to the fullest extent permitted by applicable law.

This Agreement is valid from 27th December 2018.