

SkyPath End User License Agreement

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE APP.

By checking this box you acknowledge the installing and/or using the **SkyPath** mobile software application (the "**App**") you expressly acknowledge and agree that you, on behalf of yourself or your organization, (collectively, "**you**") are entering into a legal agreement with SkyPath US Inc. and its affiliates ("**SkyPath**", "**we**", "**us**" or "**our**"), and have understood and agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement ("**Agreement**").

You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. To the extent your organization already entered into a license agreement with us ("**License Agreement**"), the terms of such License Agreement shall also govern your use of the App in combination with this Agreement. In case of any conflict between the terms of this Agreement and the License Agreement, the later shall prevail.

- 1. Eligibility.** You must be at least eighteen (18) years of age, or age sixteen (16) or seventeen (17) with the consent of your parent or legal guardian to use the App. By entering into this Agreement you affirm that you meet all age and other legal eligibility requirements. If you are under the age of eighteen (18) years then, prior to installing the App, you must obtain the consent of your parent or guardian to your use of the App in accordance with the terms of this Agreement. SkyPath reserves the right to bring legal action against any individual or entity for any loss or damage that it may suffer as a result of violation of the terms of this Agreement, including these eligibility provisions.
- 2. License.** Subject to the terms and conditions of this Agreement, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license ("**License**") to: (i) download, install, access and use the App on a mobile telephone, tablet or device (each a "**Device**") that you own or control; and (ii) access and use the App on that Device in accordance with the terms of this Agreement and all applicable Usage Rules (defined below).
- 3. License Restrictions.** You may not use the App for any purposes beyond the scope of the access granted in this Agreement and the intended purposes of the App. You agree not to, and shall not permit any third party to, directly or indirectly: (i) sublicense, redistribute, sell, resell, lease, lend or rent the App; (ii) make the App available over a network where it could be used by multiple devices owned or operated by different people at the same time; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of the App; (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the App or any part thereof or use the App to develop any service or product that is the same as, or substantially similar to, the App or competes with the App, or otherwise develop any competing concept, material or product; (v) circumvent, disable or otherwise interfere with security-related features of the App or features that prevent or restrict use or copying of any content or that enforce limitations on use of the App; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the App; (vii) use any communications systems provided by the App to send unauthorized and/or unsolicited commercial communications; (viii) use SkyPath's and/or the App name, logo or trademarks without our prior written consent; (ix) use the App to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement; (x) install the App on a Device not owned by, and in your control and possession; (xi) disclose the results of any App benchmark test, or publish any reviews, opinions or impressions about, or experiences with, the App, including, by way of illustration and not limitation, by publicizing them in blogs or posting screenshots on the internet, without our express prior express written consent; (xii) use any automated means to access online portions of the App; and/or (xiii) interfere or attempt to interfere with the integrity or proper working of the App, or work around any technical limitations in the App.
- 4. Account.** In order to use some of the App features you may be required to create or use an App account (an "**Account**") or use the access credentials provided to you by your airline company in order to access the App. When you create an Account, you must provide accurate and complete information for yourself, and you represent and warrant that you have all necessary authorizations to create such Account. You are solely responsible for the activity that occurs in your Account, and you are responsible for keeping your Account password secure. You agree to notify us immediately of any unauthorized use of your Account. You may access the App only through the interfaces and protocols provided or authorized by SkyPath and maintain and use the App in strict compliance with SkyPath instructions and Usage Rules.
- 5. Usage Rules.** If you are downloading the App from a third party mobile device platform or service provider, or if you are using the App on behalf of a third party (for example, your employer or airline company) ("**Third Party Provider**"), please be aware that the Third Party Provider may have established usage rules which also govern your use of the App. We specifically refer to the Usage Rules of certain Third Party Providers requirements in the section below entitled '*Third Party Provider Requirements and Usage Rules*', but other Usage Rules may be applicable depending on where the App has been downloaded from and what rules have been provided to you, such as this Agreement. Collectively, the rules and terms of use under which you are authorized to use the App are referred to in this Agreement as ("**Usage Rules.**") You acknowledge that, prior to downloading or accessing the App via a Third Party Provider, you have had the opportunity to review and understand, and will comply with, all Usage Rules. The Usage Rules applicable to your use of the App are incorporated into this Agreement by reference.

You represent that you are not prohibited by any applicable Usage Rules, applicable law, or otherwise from using the App in full compliance with the Usage Rules; if you are unable to make such a representation you are prohibited from installing and/or using the App.

6. **Embargo.** You represent and warrant that (i) you are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) you are not listed on any United States government list of prohibited or restricted parties.
7. **User Submissions/Reports.** The App allows its users to submit and upload certain information, alerts, and indications to the App (collectively, "**User Submissions**") which later may be available to third parties via third parties' applications. By choosing to upload to the App or otherwise provide any User Submission, you hereby acknowledge and represent and warrant that: (a) the User Submission will be available and displayed to third parties, and we do not assume any obligation to monitor or verify the accuracy, completeness, or reliability of your User Submissions; (b) you will only provide User Submissions that are accurate and up-to-date as of the time they were provided, that are not misleading, and which you have all rights and authority to provide all User Submissions; (c) without derogating from the aforesaid, you acknowledge and agree that SkyPath reserves the right to remove User Submissions that violate the terms of this Agreement or that are otherwise inappropriate or harmful to the App's community; (e) you grant SkyPath a non-exclusive, worldwide, royalty-free, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, share, create derivative works from, distribute, and display User Submissions, in whole or in part, in any form, media, or technology, whether now known or hereafter developed..
8. **Intellectual Property Rights.**
 - 8.1. **Ownership.** The App is licensed and not sold to you under this Agreement and you acknowledge that SkyPath and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) evidenced by or embodied in and/or attached/connected/related to the App (and its related software), as well as any data and inputs created, developed and/or transformed by SkyPath and sent to SkyPath and/or its systems from the device in which the App is installed ("**SkyPath Data**"), and any derivatives thereof and modifications and/or feedback thereto, are and shall be owned solely and exclusively by SkyPath. We reserve all rights not expressly granted herein to the App. Title and intellectual property rights in and to any content displayed by or accessed through the App belongs to SkyPath or its applicable licensors. That content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing that content. This Agreement does not grant you any rights to use that content, and you may not copy, distribute, transmit, publish, sell, transfer, create derivative works of, or otherwise exploit any such content. "**Intellectual Property Rights**" means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.
 - 8.2. **Content.** The content on the App, including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the "**Materials**") and the trademarks, service marks and logos contained therein ("**Marks**", and together with the Materials, the "**Content**"), is the property of SkyPath and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. The name "SkyPath" and the SkyPath logo are Marks of SkyPath and its affiliates. All other Marks used on the App are the trademarks, service marks, or logos of their respective owners. Notwithstanding the above, the Content on the App may also include content from third parties that is excluded, not owned and/or is not protected by SkyPath's copyright ("**Third Party Content**").
 - 8.3. **Use of Content.** The content on the App is provided to you "as is" and "as available" for your personal use only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the content you must retain all copyright and other proprietary notices contained therein.
9. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the content available on the App is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the content.
10. **Privacy.** We will use any personal information that we may collect or obtain in connection with the App in accordance with our privacy policy which is available at <https://skypath.io/privacy/> ("**Privacy Policy**"), and you agree that we may do so.
11. **Warranty Disclaimers.**
 - 11.1. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE APP AND ANY CONTENT PROVIDED BY IT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND SKYPATH, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES, EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APP AND THE CONTENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE

OF TRADE, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

- 11.2. WITHOUT LIMITATION TO THE FOREGOING, SKYPATH PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APP AND ANY CONTENT INCLUDED THEREIN WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, OR THAT THE APP IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE APP.
- 11.3. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.
- 11.4. WITHOUT DEROGATING FROM THE ABOVE, SKYPATH AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY INACCURACY OF SKYPATH DATA AND/OR CONTENT, INCLUDING BUT NOT LIMITED TO THEIR LOCATION AND/OR INTENSITY AND/OR IN CASE ANY TURBULENCE SHALL NOT BE DETECTED BY THE APPLICATION.
- 11.5. WITHOUT DEROGATING FROM THE ABOVE, YOU CONFIRM THAT YOU ACKNOWLEDGE THE FACT THAT THE SERVICES PROVIDED THROUGH THE APP AND SPECIFICALLY, THE SKYPATH DATA ARE BASED ON AND DEPEND ON THE QUANTITY OF DATA COLLECTED FROM OTHER USERS AND SKYPATH DOES NOT UNDERTAKE NOR WARRANT AS TO THE EXTENT OF SKYPATH DATA THAT WILL BE SHARED WITH YOU THROUGH THE APP.

12. Limitation of Liability.

- 12.1. UNDER NO CIRCUMSTANCES SHALL SKYPATH BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE APP EVEN IF SKYPATH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2. IN ANY EVENT, SKYPATH'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE APP, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO SKYPATH FOR USING THE APP WITHIN THE TWELVE (12) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.
- 12.3. THE FOREGOING LIMITATIONS AND EXCLUSIONS IN THIS SECTION SHALL APPLY: (i) EVEN IF SKYPATH HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES; (ii) EVEN IF ANY REMEDY SET FORTH HEREIN FAIL ITS ESSENTIAL PURPOSE; AND (iii) REGARDLESS OF THE BASIS OR THEORY OF LIABILITY.

13. **Indemnity.** You agree to defend, indemnify and hold harmless SkyPath and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the App; (ii) your violation of this Agreement; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.

14. **Export Laws.** You agree to comply fully with all applicable export laws and regulations to ensure that neither the App nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

15. **Updates and Upgrades.** We may from time to time provide updates or upgrades to the App (each a "**Revision**"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the App. All references herein to the App shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original App, unless the Revision is accompanied by a separate license agreement which will govern the Revision.

16. Third Party Sources and Content.

- 16.1. The App may contain content of and/or links to third-party web sites or services that are not owned or controlled by us. SkyPath has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that SkyPath shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with

the use of or reliance on any such content, goods or services available on or through any such web sites or services. Please read the terms and conditions and privacy policies of any third-party web sites or services that you visit before you engage in any such activity.

162. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any third party content or that is communicated to you from a third party source.

163. You are solely responsible and liable for your interaction with a third party source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against SkyPath, and release SkyPath from any and all liability, arising from your use of and interaction on any third party content and from your interaction with any third party source. If you have any query or complaint regarding a third party source or any third party content, you agree to contact the third party source directly.

17. **Term and Termination.**

- 17.1. This Agreement is effective for the duration of your access to and use of the App, including during the term of any App subscription. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the App; and/or (ii) terminate this Agreement and your use of the App if you breach the terms of this Agreement, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the App in any way, your only recourse is to immediately discontinue use of the App.

- 17.2. Upon termination of this Agreement, you shall cease all use of the App. Sections, 7 (User Submissions), 8 (*Intellectual Property Rights*), 10 (*Privacy*), 11 (*Warranty Disclaimers*), 12 (*Limitation of Liability*), 13 (*Indemnity*), and 18 (*Assignment*) to 21 (*General*) shall survive termination of this Agreement.

18. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned or transferred by SkyPath without restriction or notification.

19. **Modification.** We reserve the right to modify this Agreement at any time by sending you an in-App notification and/or publishing the revised Agreement on the App. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the App thereafter means that you accept those changes.

20. **Governing Law and Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in New York, New York, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.

21. **General.** This Agreement, and any other legal notices published by us in connection with the App, shall constitute the entire agreement between you and SkyPath concerning the App. In the event of a conflict between this Agreement and any such legal notices, the terms of the applicable notice shall prevail with respect to the subject matter of such notice. No amendment to this Agreement will be binding unless in writing and signed by SkyPath. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. All section and sub-section headings used in this Agreement are for convenience only, and shall not be relied upon or used in interpreting this Agreement. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. **YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

22. **Third Party Provider Requirements and Usage Rules.**

- 22.1. **Apple.** If you download the App from the Apple, Inc. ("**Apple**") App Store (or in any event if you download an Apple iOS App) then, without derogating from the warranty disclaimers and limitation of liability as set forth in the Agreement:

- (i) You acknowledge and agree that:
 - (a) this Agreement is concluded between SkyPath and you only, and not with Apple, and SkyPath and its licensors, and not Apple, are solely responsible for the App and the content thereof.
 - (b) your use of the App is also subject to the Usage Rules established by Apple, including those set forth in the Apple App Store Terms of Service, effective as of the date that you enter into this Agreement.
 - (c) the License granted herein is limited to a non-transferable right to use the App on an Apple iPad, product that you own or control and that runs the iOS;
 - (d) SkyPath is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;

- (e) SkyPath is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will, to the extent applicable, refund any purchase price paid (if any) by you for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be SkyPath' sole responsibility;
- (f) SkyPath, and not Apple, is responsible for addressing any product claims you, or any third party, may have relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation;
- (g) in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Apple shall not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;
- (h) Apple, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.
- (ii) You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
- (iii) If you have any questions, complaints, or claims regarding the App, please contact SkyPath at:
 - Email: support@skypath.io
 - Telephone: +1(844)-611-2118
 - Address: 251 Little Falls Drive Wilmington , New Castle , Delaware 19808, USA
- (iv) By entering into this Agreement you, to the extent legally permitted, hereby waive any applicable law requiring that this Agreement be localized to meet your language and other local requirements. To the extent that the foregoing is not permitted, you agree to be bound by the standard Apple Licensed Application End User License Agreement which is part of the Apple App Store Terms of Service, at www.apple.com/legal/itunes/us/terms.html#SERVICE (as amended from time to time).

Last updated May 2024.

SKYPATH PRIVACY POLICY

Last Updated: May 31, 2024

In order to ensure transparency and give you more control over your personal information, this privacy policy (“**Privacy Policy**”) governs how we, SkyPath US Inc. and its affiliates (“**SkyPath**”, “**we**”, “**our**” or “**us**”) use, collect and store personal information that we collect or receive from or about you (“**you**”) in connection with <https://skypath.io/> (the “**Website**”), the SkyPath mobile software application (the “**App**”) and the services provided therein (collectively, the “**Services**”).

We greatly respect your privacy, which is why we make every effort to provide a platform that would live up to the highest user privacy standards. Please read this Privacy Policy carefully, so you can fully understand our practices in relation to personal data. **Important note:** Nothing in this Privacy Policy is intended to limit in any way your statutory rights, including your rights to a remedy or other means of enforcement.

Table of contents:

1. [What information we collect, why we collect it, and how it is used](#)
2. [How we protect and retain your Personal Information](#)
3. [How we share your Personal Information](#)
4. [Your privacy rights](#)
5. [Do not track](#)
6. [Use by children](#)
7. [Interaction with third party products](#)
8. [Analytic tools/ Cookies](#)
9. [Contact us](#)

This Privacy Policy can be updated from time to time and, therefore, we ask you to check back periodically for the latest version of this Privacy Policy. If we implement material changes in the way we use your information, in a manner that is different from that stated at the time of collection, we will notify you by posting a notice on our Website or App or by other means and take any additional steps as required by applicable law.

1. WHAT INFORMATION WE COLLECT, WHY WE COLLECT IT, AND HOW IT IS USED

(i) We Process the Following Personal Information:

- a. **Information You Provide Directly to Us.** We collect the following information you provide directly to us, including, without limitation, information when you sign up, browse and make use of our Services, such as your name and email address, records and copies of your correspondence, and additional information you may provide through the use of the Services.
- b. **Automatic Data Collection.** We may automatically collect certain information through your use of SkyPath Services, such as your Internet protocol (IP) address, cookie identifiers and other device identifiers that are automatically assigned to your device, browser type and language, geo-location information, hardware type, operating system, internet service provider and other information about actions taken through the use of SkyPath Services.

(ii) We process information for the following purposes:

- a. **To provide you with the SkyPath Services.** SkyPath will use your information to provide SkyPath Services, and to fulfill any other purpose for which you provide it.
- b. **For Administrative Purposes.** SkyPath may use your information (i) to respond to your questions, comments, and other requests for customer support, or information, including information about potential or future services; (ii) provide you with notices about your account and any subscription you may hold; (iii) for internal quality control purposes; (iv) to establish a business relationship; and (v) to generally administer SkyPath Services.
- c. **Security purposes.** Some of the abovementioned information will be used for detecting, taking steps to prevent and prosecuting fraud or other illegal activity; to identify and repair errors; to conduct

audits; and for security purposes. Information may also be used to comply with applicable laws, with investigations performed by the relevant authorities, law enforcement purposes, and/or to exercise or defend legal claims.

- d. **De-identified and Aggregated Information Use.** In certain cases, we may or will anonymize or de-identify your Information and further use it for internal and external purposes, including, without limitation, to analyze and improve SkyPath services (including through the use of artificial intelligence) and for research purposes. We may use this anonymous or de-identified information and/or disclose it to third parties without restrictions (for example, in order to improve our services and enhance your experience with them and/or to develop new product features and improve existing offerings).
- e. **Cookies and Similar Technologies.** We, as well as third parties that provide content, advertising, or other functionality on SkyPath Services, may use cookies, pixel tags, local storage, and other technologies (“**Technologies**”) to automatically collect information through SkyPath Services. We use such Technologies that are small data files placed on your device that help us gather certain pieces of information whenever you visit or interact with SkyPath Services. If you prefer not to use these Technologies, you can opt out of the Technologies we employ on SkyPath Services, you may do so by blocking, deleting, or disabling them as your browser or device permits.
- f. **For any other purpose with your consent.** SkyPath will use your information for purposes disclosed upon obtaining your consent.

2. HOW WE PROTECT AND RETAIN YOUR PERSONAL INFORMATION

- 1.1. Security. We have implemented and maintain reasonable technical, organizational and security measures designed to protect your information. However, please note that we cannot guarantee that the information will not be compromised as a result of unauthorized penetration to our servers. As the security of information depends in part on the security of the computer, device or network you use to communicate with us and the security you use to protect your user IDs and passwords, please make sure to take appropriate measures to protect this information.
- 1.2. Retention of your information. Your information will be stored until we delete our records, and we proactively delete it. Please note that in some circumstances we may store your information for longer periods of time, for example (i) where we are required to do so in accordance with legal, regulatory, tax or accounting requirements, or (ii) for us to have an accurate record of your dealings with us in the event of any complaints or challenges, and/or (iii) if we reasonably believe there is a prospect of litigation relating to your information or dealings.

3. HOW WE SHARE YOUR PERSONAL INFORMATION

In addition to the recipients described above, we may share your information as follows:

- 1.3. We may also share information with our affiliated companies about you.
- 1.4. We may use third party service providers to process your information for the purposes outlined above, including, without limitation:
 - 1.4.1. With cloud service providers for hosting purposes;
 - 1.4.2. With websites and web content creation platforms in order to help us manage our Website;
 - 1.4.3. With email providers, marketing, CRM, other similar tool providers; and
 - 1.4.4. With analytic companies, in order to help us understand and analyze information we collect in accordance with this policy.
- 1.5. To the extent necessary, with regulators, courts, banks or competent authorities, to comply with applicable laws, regulations and rules (including, without limitation, federal, state or local laws), and requests of law enforcement, regulatory and other governmental agencies or if required to do so by court order, as well as for internal compliance procedures and to protect the safety, security, and integrity of SkyPath, our Services, customers, employees, property, and the public.
- 1.6. If, in the future, we sell or transfer, or we consider selling or transferring, some or all of our business, shares or assets to a third party, we will disclose your information to such third party (whether actual or potential) in connection with the foregoing events (including, without limitation, our current or potential investors). In the event that we are acquired by, or merged with, a third party entity, or in the event of bankruptcy or a comparable event, we reserve the right to transfer, disclose or assign your information in connection with the foregoing events.
- 1.7. Where you have otherwise provided your consent to us for sharing or transferring your information.

4. YOUR PRIVACY RIGHTS

- 1.8. **Rights:** The following rights (which may be subject to certain exemptions or derogations) apply to certain individuals based on applicable law:
- a. You have a right to access personal information held about you; and
 - b. To the extent such information is inaccurate or not updated- You have a right to amend or delete personal information.
- 1.9. You can exercise your rights by contacting us at [support@skypath.io]. Subject to legal and other permissible considerations, we will make every reasonable effort to honor your request promptly in accordance with applicable law or inform you if we need further information in order to fulfil your request. When processing your request, we may ask you for additional information to confirm or verify your identity and for security purposes, before processing and/or honoring your request. We reserve the right to charge a fee where permitted by law, for instance if your request is manifestly unfounded or excessive. In the event that your request would adversely affect the rights and freedoms of others (for example, would impact the duty of confidentiality we owe to others) or if we are legally entitled to deal with your request in a different way than requested, we will address your request to the maximum extent possible, all in accordance with applicable law.
- 1.10. Should you ever decide to delete your account, you may do so by emailing [support@skypath.io]. If you terminate your account, any association between your account and Personal Data we store will no longer be accessible to you through your account. However, information provided to us through the account may still be retained by SkyPath in accordance with Section 2.2 above.
- Nevada provides its residents with a limited right to opt out of personal information sales. Please note we do not currently sell data triggering the law's opt out requirements.

5. **DO NOT TRACK.** California law requires us to let you know how we respond to web browser Do Not Track ("DNT") signals. DNT is a privacy preference you can set in your web browser to indicate that you do not want certain information about your webpage visits collected. Because there currently is not an industry or legal standard recognizing or honoring DNT signals, we do not respond to them at this time.
6. **USE BY CHILDREN.** We do not offer our products or services for use by children and, therefore, we do not knowingly collect information from, and/or about children under the age of 18. We do not sell information from any children. If you are under the age of 18, do not provide any information to us without the involvement of a parent or a guardian. In the event that we become aware that you provide information in violation of applicable privacy laws, we reserve the right to delete it. If you believe that we might have any such information, please contact us at [support@skypath.io].
7. **INTERACTION WITH THIRD PARTY PRODUCTS.** We enable you to interact with third party websites, mobile software applications and products or services that are not owned, or controlled, by us (each, a "Third Party Service"). We are not responsible for the privacy practices or the content of such Third Party Services. Please be aware that Third Party Services can collect information from you. Accordingly, we encourage you to read the terms and conditions and privacy policies of each Third Party Service.
8. **ANALYTIC TOOLS/COOKIES.** We use technologies to automatically collect information through the Website and Services. These technologies are usually small data files placed on your device that allow us to record certain pieces of information whenever you visit or interact with the Website and Services. In most browsers and devices, you can manage your preferences regarding cookies and similar technologies, including blocking, deleting, or disabling them. For more information on how to manage cookies in specific browsers, you may refer to the following links:

<https://support.google.com/chrome/answer/95647?hl=en&co=GENIE.Platform%3DDesktop>

- <https://support.mozilla.org/en-US/kb/enhanced-tracking-protection-firefox-desktop?redirectslug=enable-and-disable-cookies-website-preferences&redirectlocale=en-US>
- <https://support.apple.com/en-il/guide/safari/sfri40732/17.0/mac/14.0>
- <https://support.microsoft.com/en-us/microsoft-edge/delete-cookies-in-microsoft-edge-63947406-40ac-c3b8-57b9-2a946a29ae09>

Please note that these links are provided for your convenience, and we do not take responsibility for the accuracy or completeness of the information on these external sites.

- We reserve the right to remove or add new analytic tools, cookies, pixels and other tracking technologies.

9. **CONTACT US.** If you have any questions, concerns or complaints regarding our compliance with this notice and the data protection laws, or if you wish to exercise your rights, we encourage you to first contact us at [support@skypath.io].
