

**Terms of Service for Users, these Terms contain an arbitration agreement and class action waiver that apply to all claims brought against SkyTrade. Please read them carefully.**

Last Updated: 20 October 2023

Thank you for using SkyTrade.

These Terms of Service (“Terms”) are a binding legal agreement between you and SkyTrade that govern your right to use the websites, applications, and other offerings from SKYTRADELINKS INC, SKYTRADELINKS DAC (collectively, the “SkyTrade Platform”). When used in these Terms, “SkyTrade,” “we,” “us,” or “our” refers to the SkyTrade entity with whom you are contracting.

The SkyTrade Platform offers an online venue that enables users (“Users”) to publish, offer, search for, and book services. Users who publish and offer services are “Hosts” and Users who search for, book, or use services are “Renters.” Hosts offer services (collectively, “Host Services,” and each Host Service offering, a “Listing”). You must register an account to access and use many features of the SkyTrade Platform and must keep your account information accurate. As the provider of the SkyTrade Platform, SkyTrade does not own, control, offer, or manage any Listings or Renter Services. SkyTrade is not a party to the contracts entered into directly between Renters and Hosts, nor is SkyTrade an insurer. SkyTrade is not acting as an agent in any capacity for any User, except if specified in the Payments Terms.

1. We maintain other terms and policies that supplement these Terms like our Payments Terms, which govern any payment services provided to Users by the SkyTrade payment entities (collectively “SkyTrade Payments”).

If you are a Host, you are responsible for understanding and complying with all laws, rules, regulations, and contracts with third parties that apply to your Host Services.

## 2. Searching and Booking on SkyTrade.

2.1 Searching. You can search for Services on SkyTrade by using criteria like destination, dates, and times for rental. You can also use filters to refine your search results. Search results are based on their relevance to your search and other criteria.

2.2 Renting. When you confirm a rental on SkyTrade, you are agreeing to pay all charges for your rental, including the Listing price, applicable fees like SkyTrade's service fee, offline fees, taxes, and any other items identified during checkout (collectively, "Total Price"). When you receive the rental confirmation, a contract is formed directly between you and the Host. In addition to these Terms, you will be subject to, and responsible for complying with, all terms of the Rental, including, without limitation, the cancellation policy and any other rules, standards, policies, or requirements identified in the Listing or during checkout that apply to the Rental. It is your responsibility to read and understand these rules, standards, policies, and requirements prior to any rental.

2.3 Rental Booking. A Rental Booking is a limited license to enter, occupy, and use the delineated 3D airspace. The Host retains the right to enter the 3D airspace during a rental period, to the extent: (i) it is reasonably necessary, (ii) permitted by your contract with the Host, and (iii) consistent with applicable law (iv) does not impede your transit. If you transit without a Rental Booking, the Host has the right to make you leave and exclude you in a manner consistent with applicable law, including by imposing penalties.

### 3. Cancellations and Modifications

3.1 Cancellations and Refunds. If a Renter cancels the airspace contract it can be re-rented without recourse by SkyTrade on behalf of the Host. Refunds are not available.

3.2 Rental Modifications. Renters and Hosts are responsible for any booking modifications they agree to make via the SkyTrade Platform ("Rental Modifications"), and agree to pay any additional amounts, fees, or taxes associated with any Rental Modification.

### 4. Your Responsibilities and Assumption of Risk.

4.1 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you invite to join or provide access to any Rental or other Host Service. For example, this means: (i) you are responsible for leaving the 3D airspace (and related personal property) in the condition it was in when you arrived, (ii) you are responsible for paying all reasonable Damage Claim amounts necessary to cover damage that you, your Aerial Vehicles, or your pilots cause to a Rental space, and (iii) you must act with integrity, treat others with respect, and comply with applicable laws at all times.

4.2 Your Assumption of Risk. You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising out of your access to and use of the SkyTrade Platform and any Content, including your Rental or use of any other Host Service, or any other interaction you have with other Members of the SkyTrade Platform whether in person or online. This means it is your responsibility to investigate a Host Service to determine whether it is suitable for you. For example, Host Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Host Services.

## Host Terms

### 5. Hosting on SkyTrade.

5.1 Host. As a Host, SkyTrade offers you the right to use the SkyTrade Platform to share your 3D airspace or other Host Services with our community of Renters - and earn money doing it. It's easy to register your 3D airspace and you are in control of how you host - set your price, availability, and rules for each Listing.

5.2 Contracting with Renters. When you receive a Rental confirmation through the SkyTrade Platform or accept a Rental request you are entering into a contract directly with the Renter and are responsible for delivering your Host Service under the terms and at the price specified in your Listing. You are also agreeing to pay applicable fees like SkyTrade' service fee (and applicable taxes) for each booking. SkyTrade Payments will deduct amounts you owe from your payout unless we and you agree to a different method. Any terms, policies, or conditions that you include in any supplemental contract with Renters must: (i) be consistent with these Terms, our Additional Legal Terms, Policies, and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.

5.3 Independence of Hosts. Your relationship with SkyTrade is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of SkyTrade, except that SkyTrade Payments acts as a payment collection agent as described in the Payments Terms. SkyTrade does not direct or control your Host Service, and you agree that you have complete discretion whether and when to provide Host Services, and at what price and on what terms to offer them.

### 6. Managing Your Listing.

6.1 Creating and Managing Your Listing. The SkyTrade Platform provides tools that make it easy for you to set up and manage a Listing. Your Listing must include complete and accurate information about your Host Service, your price, other charges and any rules or requirements that apply to your Renters or Listing. You are responsible for keeping your Listing information (including airspace availability) up-to-date and accurate at all times. We recommend that you obtain appropriate insurance for your Host Services and suggest you carefully review policy terms and conditions, including coverage details and exclusions. You may only maintain one Listing per registered airspace.

6.2 Know Your Legal Obligations. You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Listing or Host Services. For example, some leases or homeowner and condominium association rules may restrict or prohibit airspace rentals. Check your local rules to learn what rules apply to the Host Services you plan to offer. Information we provide regarding legal requirements is for informational purposes only, and you should independently confirm your obligations. You are responsible for handling and using personal data of Renters and others in compliance with applicable privacy laws and these Terms, including our Host Privacy Standards. If you have questions about how local laws apply, you should always seek legal advice.

6.3 Search Ranking. The ranking of Listings in search results on the SkyTrade Platform depends on a variety of factors, including these main parameters:

- Renter search parameters (e.g. number of Renters, time and duration of transit, price range),
- Listing characteristics (e.g. price, availability, type of Host Service, Renter popularity),
- Host requirements and
- Renter preferences. Search results may appear different on our mobile application than they appear on our website. SkyTrade may allow Hosts to promote their Listings in search or elsewhere on the SkyTrade Platform by paying an additional fee.

6.4 Your Responsibilities. You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in providing your Host Services. You are responsible for setting your price and establishing rules and requirements for your Listing. You must describe any and all fees and charges in your Listing description and may not collect any additional fees or charges outside the SkyTrade Platform except those expressly authorized by our Pay and Fee Policy. Do not encourage Renters to create third-party accounts, provide their

contact information, or take other actions outside the SkyTrade Platform as it is a violation of our terms.

6.5 Hosting as a Team or Organization. If you work with a co-host or host as part of a team, business, or other organization, the entity and each individual who participates in providing Host Services is responsible and liable as a Host under these Terms. If you accept terms or enter into contracts, you represent and warrant that you are authorized to enter into contracts for and bind your team, business, or other organization, and that each entity you use is in good standing under the laws of the place where it is established. If you perform other functions, you represent and warrant that you are authorized to perform those functions. If you instruct SkyTrade to transfer a portion of your payout to a co-host or other Hosts or to send payments to someone else, you must be authorized to do so and are responsible and liable for the payment amounts and accuracy of any payout information you provide and any additional fees to SkyTrade.

6.6 Your Assumption of Risk. You acknowledge that hosting carries inherent risks and agree that you assume the entire risk arising out of your access to and use of the SkyTrade Platform, offering Host Services, or any interaction you have with other Members, whether in person or online. You agree that you have had the opportunity to investigate the SkyTrade Platform and any laws, rules, regulations, or obligations that may apply to your Listings or Host Services and that you are not relying upon any statement of law made by SkyTrade.

## 7. Cancellations and Modifications.

7.1 Cancellations. Cancellations of airspace access are not permitted unless the rental contract is purchased by the issuer through the SkyTrade platform and all terms are complied with.

7.2 Booking Modifications. Hosts and Renters are responsible for any Modifications they agree to make via the SkyTrade Platform and agree to pay any additional amounts, fees, or taxes associated with a Modification.

## 8. Taxes.

8.1 Host Taxes. As a host, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT or other indirect taxes, occupancy taxes, tourist, income, or other taxes ("Taxes").

8.2 Collection and Remittance by SkyTrade. In jurisdictions where SkyTrade facilitates the collection and/or remittance of Taxes on behalf of Hosts, you instruct and authorize SkyTrade to collect Taxes on your behalf, and/or to remit such Taxes to the relevant Tax authority. Any Taxes that are collected and/or remitted by SkyTrade are identified to Members on their transaction records, as applicable. SkyTrade may seek additional amounts from Members (including by deducting such amounts from future payouts) if the Taxes collected and/or remitted are insufficient to fully discharge that Members' tax obligations and you agree that your sole remedy for Taxes collected by SkyTrade is a refund from the applicable Tax authority. You acknowledge and agree that we retain the right, with prior notice to affected Members, to cease the collection and remittance of Taxes in any jurisdiction for any reason.

8.3 Tax Information. In certain jurisdictions, Tax regulations may require that we collect and/or report Tax information about you or withhold Taxes from payouts to you or both. If you fail to provide us with documentation that we determine to be sufficient to support any such obligation to withhold Taxes from payouts to you, we may withhold payouts up to the amount as required by law until sufficient documentation is provided. You agree that SkyTrade may issue on your behalf invoices or similar documentation for VAT, GST, consumption or other Taxes for your Host Services to facilitate accurate tax reporting by you, our Renters, and/or their organizations.

## General Terms

### 9. Fees.

SkyTrade may charge fees (and applicable Taxes) to Hosts and Renters for the right to use the SkyTrade Platform. Except as otherwise stated on the SkyTrade Platform, service fees are non-refundable. SkyTrade reserves the right to change the service fees at any time and will provide registered platform users notice of any fee changes before they become effective. Fee changes will not affect Rentals made prior to the effective date of the fee change. If you disagree with a fee change, you may terminate this agreement at any time pursuant to Section 13.2.

### 10. Payment

Payments will be made into the Hosts SkyTrade account or wallet. Payments will be made after all deductions have been made in accordance with the terms of service including Service Fees.

Payments will be sent to the Hosts SkyTrade account on the last day of each month or on a per-transaction basis (SkyTrade reserves the right to decide) and after all deductions. Each Host payment calculation will be based on the number of journeys that were made through their airspace during the period and the fees collected from the renters. All aerial transits through the Hosts airspace may be tracked and reconciled by SkyTrade and the results will not be subject to dispute.

#### 11. Transaction Fee

SkyTrade may charge a Transaction Fee for each transaction that is made for any rental or service supplied by a host(s) to a renter, for example, a journey through multiple owners' airspaces. The Transaction Fee is levied after any additional fees or sales taxes, including but not limited to currency transaction fees and costs, gas fees, withholding taxes or any other charges that may apply in the course of business, as of the date above, and is subject to change in accordance with these terms of service.

#### 12. SkyTrade Platform Rules.

12.1 Rules. You must follow these rules and must not help or induce others to break or circumvent these rules.

- Act with integrity.
- Do not lie, misrepresent something or someone, or pretend to be someone else.
- Be polite and respectful when you communicate or interact with others.
- Do not scrape, hack, reverse engineer, compromise, or impair the SkyTrade Platform.

- Do not use bots, crawlers, scrapers, or other automated means to access or collect data or other content from or otherwise interact with the SkyTrade Platform.
- Do not hack, avoid, remove, impair, or otherwise attempt to circumvent any security or technological measure used to protect the SkyTrade Platform or Content.
- Do not decipher, decompile, disassemble, or reverse engineer any of the software or hardware used to provide the SkyTrade Platform.
- Do not take any action that could damage or adversely affect the performance or proper functioning of the SkyTrade Platform.
- Only use the SkyTrade Platform as authorized by these Terms or another agreement with us.
- You may only use another Member's personal information as necessary to facilitate a transaction using the SkyTrade Platform as authorized by these Terms.
- Do not use the SkyTrade Platform, our messaging tools, or Members' personal information to send commercial messages without the recipient's express consent.
- You may use Content made available through the SkyTrade Platform solely as necessary to enable your use of the SkyTrade Platform as a Renter or Host.
- Do not use Content unless you have permission from the Content owner or the use is authorized by us in these Terms or another agreement you have with us.
- Do not request, make, or accept a Rental or any payment outside of the SkyTrade Platform to avoid paying fees, taxes, or for any other reason.
- Do not require or encourage Renters to interact with a third-party website, application, or service before, during, or after a Rental, unless authorized by SkyTrade.
- Do not engage in any practices that are intended to manipulate our search algorithm.
- Do not book Host Services unless you are actually using the Host Services.
- Do not use, copy, display, mirror, or frame the SkyTrade Platform, any Content, any SkyTrade branding, or any page layout or design without our consent.
- Honour your legal obligations.
- Understand and follow the laws that apply to you, including privacy, trespass, data protection, and export laws.
- If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our Privacy Policy.
- You are responsible and liable for any Rental that violates our rules.



- Do not use the name, logo, branding, or trademarks of SkyTrade or others without permission.
- Do not use or register any domain name, social media handle, trade name, trademark, branding, logo, or other source identifier that may be confused with SkyTrade branding.
- Do not offer Host Services that violate the laws or agreements that apply to you.

12.2 Reporting Violations. If you believe that a Member, Listing, or Content poses an imminent risk of harm to a person or property, you should immediately contact local authorities before contacting SkyTrade. In addition, if you believe that a Member, Listing, or Content has violated our Standards, you should report your concerns to SkyTrade. If you reported an issue to local authorities, SkyTrade may request a copy of that report. Except as required by law, you agree that we are not obligated to take action in response to any report.

12.3 Copyright Notifications. If you believe that Content on the SkyTrade Platform infringes copyrights, please notify us in accordance with our Copyright Policy.

### 13. Termination, Suspension, and Other Measures.

13.1 Term. The agreement between you and SkyTrade reflected by these Terms is effective when you access the SkyTrade Platform (for example, to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

13.2 Termination. You may terminate this agreement at any time by sending us an email or by deleting your account. SkyTrade may terminate this agreement and your account for any reason by giving you 7 days' notice via email or using any other contact information you have provided for your account. SkyTrade may also terminate this agreement immediately and without notice and stop providing access to the SkyTrade Platform if you breach these Terms, you violate our Additional Legal Terms or Policies, you violate applicable laws, or we reasonably believe termination is necessary to protect SkyTrade, its Members, or third parties. If your account has been inactive for more than two years, we may terminate your account without prior notice.

13.3 Member Violations. If (i) you breach these Terms, our Additional Legal Terms, Policies, or our Standards, (ii) you violate applicable laws, regulations, or third-party rights, or (iii) SkyTrade believes it is reasonably necessary to protect SkyTrade, its Members, or third parties; SkyTrade may, with or without prior notice:

- suspend or limit your access to or use of the SkyTrade Platform and/or your account;
- suspend or remove Rental Listings or other Content;
- cancel pending or confirmed Rentals; or
- suspend or revoke any special status associated with your account.

For minor violations or where otherwise appropriate as SkyTrade determines in its sole discretion, you will be given notice of any intended measure by SkyTrade and an opportunity to resolve the issue. You may appeal actions taken by us under this Section by contacting customer service. If a Reservation is cancelled under this Section, the amount paid to the Host will be reduced by the amount we refund or otherwise provide to the Renter, and by any other costs we incur as a result of the cancellation.

13.4 Legal Mandates. SkyTrade may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, including the measures described above in Section 13.3.

13.5 Effect of Termination. If you are a Host and terminate your SkyTrade account, any confirmed Rental(s) will be automatically canceled, and your Renters will receive a full refund. If you terminate your account as a Renter, any confirmed booking(s) will be automatically canceled, and any refund will depend upon the terms of the Reservation's cancellation policy. When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the SkyTrade Platform has been limited, or your SkyTrade account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use the SkyTrade Platform through an account of another Member.

13.6 Survival. Parts of these Terms that by their nature survive termination will survive the termination of this agreement, including Sections 2 through 26.

#### 14. Modification.

SkyTrade may modify these Terms at any time. When we make material changes to these Terms, we will post the revised Terms on the SkyTrade Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of any material changes by email at least 30 days before the date they become effective. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms. If you do not terminate your agreement before the date the revised Terms become effective, your continued access to or use of the SkyTrade Platform will constitute acceptance of the revised Terms.

## 15. Resolving Complaints and Damage Claims.

Any damages claims that arise must be reported to the relevant local authorities and dealt with directly between the Host and the Renter in accordance with all laws and regulations.

You agree to indemnify SkyTrade, who may seek to recover from you under any insurance policies you maintain and that SkyTrade may also pursue against you any remedies it may have available under applicable law, including referral of the matter to a collections agency, and/or pursuit of available causes of action and/or claims against you. You agree to cooperate in good faith, provide any information SkyTrade requests, execute documents, and take further reasonable action, in connection with Damage Claims, Member complaints, claims under insurance policies, or other claims related to your provision or use of Host Services.

## 16. SkyTrade's Role.

We offer you the right to use a platform that enables Members to publish, offer, search for, and Rent Host Services. While we work hard to ensure our Members have great experiences using SkyTrade, we do not and cannot control the conduct of Renters and Hosts. You acknowledge that SkyTrade has the right, but does not have any obligation, to monitor the use of the SkyTrade Platform and verify information provided by our Members. For example, we may review, disable access to, remove, or edit Content to: (i) operate, secure and improve the SkyTrade Platform (including for fraud prevention, risk assessment, investigation, and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) address Content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria, including by removing Listings that don't meet quality and eligibility criteria. Members acknowledge and agree that SkyTrade administers its Additional Legal Terms, Policies (such as our Extenuating Circumstances Policy), and Standards (such as basic requirements for hosts), including decisions about whether and how to apply them to a particular situation, at its sole discretion. Members agree to cooperate with and assist SkyTrade in good faith and to provide SkyTrade with such information and take such actions

## 17. Member Accounts.

You must register an account to access and use many features of the SkyTrade Platform. Registration is only permitted for legal entities, partnerships, and natural persons who are 18 years or older. You represent and warrant that you are not a person or entity barred from using the SkyTrade Platform under the laws of the United States, your place of residence, or any other applicable jurisdiction. You must provide accurate, current, and complete information during registration and keep your account information up-to-date, including but not limited to Know Your Customer and Know Your Business checks. You may not register more than one account or transfer your account to someone else without SkyTrade explicit written consent, which may raise additional charges to SkyTrade. You are responsible for maintaining the confidentiality and security of your account credentials and may not disclose your credentials to any third party. You are responsible and liable for activities conducted through your account and must immediately notify SkyTrade if you suspect that your credentials or keys have been lost, stolen, or your account is otherwise compromised. If and as permitted by applicable law, we may, but have no obligation to (i) ask you to provide identification or other information, (ii) undertake checks designed to help verify your identity or background, (iii) screen you against third-party databases or other sources and request reports from service providers, and (iv) obtain reports from public records of criminal convictions or sex offender registrations or their local equivalents.

#### 18. Disclaimer of Warranties.

We provide the SkyTrade Platform and all Content "as is" without warranty of any kind, and we disclaim all warranties, whether express or implied. For example: (i) we do not endorse or warrant the existence, conduct, performance, safety, quality, legality, or suitability of any Renter, Host, Host Service, Listing, or third party; (ii) we do not warrant the performance or non-interruption of the SkyTrade Platform; and (iii) we do not warrant that verification, identity, or background checks conducted on Listings or Members (if any) will identify past misconduct or prevent future misconduct. Any references to a Member or Listing being "verified" (or similar language) indicate only that the Member or Listing or SkyTrade has completed a relevant verification or identification process and nothing else. The disclaimers in these Terms apply to the maximum extent permitted by law. If you have statutory rights or warranties we cannot disclaim, the duration of any such statutorily required rights or warranties will be limited to the maximum extent permitted by law.

#### 19. Limitations on Liability.

Neither SkyTrade (including its affiliates and personnel) nor any other party involved in creating, producing, or delivering the SkyTrade Platform or any Content will be liable for any incidental, special, exemplary, or consequential damages, including lost profits, loss

of data, or loss of goodwill, service interruption, computer damage, or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) the use of or inability to use the SkyTrade Platform or any Content, (iii) any communications, interactions, or meetings you may have with someone you interact or meet with through, or as a result of, your use of the SkyTrade Platform, or (iv) publishing or booking of a Listing, including the provision or use of Host Services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not SkyTrade has been informed of the possibility of such damage, even if a limited remedy set out in these Terms is found to have failed of its essential purpose.

Except for our obligation to transmit payments to Hosts under these Terms, or make payments under the SkyTrade Host Damage Protection in no event will SkyTrade's aggregate liability for any claim or dispute arising out of or in connection with these Terms, your interaction with any Members, or your use of or inability to use the SkyTrade Platform, any Content, or any Host Service, exceed: (A) to Renters, the amount you paid as a Renter during the 12-month period prior to the event giving rise to the liability, (B) to Hosts, the amount paid to you as a Host in the 12-month period prior to the event giving rise to the liability, or (C) to anyone else, one hundred U.S. dollars (US\$100).

These limitations of liability and damages are fundamental elements of the agreement between you and SkyTrade. If applicable law does not allow the limitations of liability set out in these Terms, the above limitations may not apply to you.

## 20. Indemnification.

To the maximum extent permitted by applicable law, you agree to release, defend (at SkyTrade's option), indemnify, and hold SkyTrade (including SkyTrade Payments, other affiliates, and their personnel) harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms (including any supplemental or additional terms that apply to a product or feature) or our Additional Legal Terms, Policies, or Standards, (ii) your improper use of the SkyTrade Platform, (iii) your interaction with any Member, stay at an Accommodation, participation in an Experience or other Host Service, including without limitation any injuries, losses, or damages (whether compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation, or use, (iv) your failure, or our failure at your direction, to accurately

report, collect, or remit Taxes, or (v) your breach of any laws, regulations, or third-party rights such as intellectual property or privacy rights.

## 21. Contracting Entities.

Based on your country of residence or establishment and what you are doing on the SkyTrade Platform. If we identify through the SkyTrade Platform an SkyTrade entity other than the one set out on Schedule 1 as being responsible for a product, feature, or transaction, the SkyTrade entity so identified is your contracting entity with respect to that product, feature, or transaction. If you change your country of residence or establishment, the SkyTrade company you contract with and the applicable version of the Terms of Service will be determined by your new country of residence or establishment, from the date on which your country of residence or establishment changes.

## 22. United States Governing Law and Venue.

If you reside or have your place of establishment in the United States, these Terms will be interpreted in accordance with the laws of the State of Delaware and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the arbitration agreement in Section 23 must be brought in state or federal court in Delaware unless we both agree to some other location. You and SkyTrade both consent to venue and personal jurisdiction in Delaware.

## 23. Delaware Rapid Arbitration Act

- The DRAA applies to business disputes only. Consumer cases and disputes involving homeowners' associations are not subject to arbitration under its provisions.
- The DRAA is available for both monetary and non-monetary disputes, regardless of the amount.
- The agreement to arbitrate is governed by Delaware law.
- Under the DRAA the arbitrator, not the court, has sole jurisdiction to decide such questions.
- Under the DRAA, the arbitrator's final award is automatically confirmed approximately 20 days after its issuance.
- The DRAA prohibits challenges to the arbitrator's interim rulings. It also allows the parties to waive any right to challenge the final award. If the parties wish to preserve the right to challenge the final award, the DRAA provides for direct review by the Delaware Supreme Court, and that challenge must be filed within 15 days after the final award is issued. The DRAA does allow the parties to agree

to a “private” appeal of their matter, but any such provision is purely contractual and, again, does not involve the courts.

- The DRAA expects that arbitrators will be appointed promptly. The parties can name the arbitrator in their agreement, or provide a method for selecting the arbitrator. If the parties are unable to agree or if the selected arbitrator is unavailable, the DRAA authorizes the Delaware Court of Chancery to appoint an arbitrator within 30 days after a petition is filed.
- The DRAA provides that all matters must be determined within 120 days of the arbitrator’s acceptance of the appointment. This deadline can be extended up to 180 days, but not longer, by consent of all the parties and the arbitrator. If the arbitrator does not render a final award within the required time, the DRAA imposes a reduction in the arbitrator’s fees, including the possibility that the arbitrator could forfeit his or her entire fee if the final award is more than 60 days late.

**23.1 Agreement to Arbitrate.** You and SkyTrade mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of the SkyTrade Platform, Host Services, or any Content (collectively, “Disputes”) will be settled by binding individual arbitration (the “Arbitration Agreement”). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and SkyTrade agree that the arbitrator will decide that issue.

**23.2 Exceptions to Arbitration Agreement.** You and SkyTrade each agree that the following causes of action and/or claims for relief are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim or cause of action alleging actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim or cause of action seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack); or (iii) a request for the remedy of public injunctive relief; or (iv) any individual claim of sexual assault or sexual harassment arising from your use of the SkyTrade Platform or Host Services. You and SkyTrade agree that the remedy of public injunctive relief will proceed after the arbitration of all arbitrable claims, remedies, or causes of action, and will be stayed pending the outcome of the arbitration.

**23.3 Jury Trial Waiver.** You and SkyTrade acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

**23.4 No Class Actions or Representative Proceedings.** You and SkyTrade acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative or consolidated proceeding. Unless we agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

**23.5 Severability.** Except as provided in Section 23.4, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision will be severed and the remainder of the Arbitration Agreement will be given full force and effect.

**23.6 Changes to Agreement to Arbitrate.** If SkyTrade changes this after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject that change by sending us written notice (including by email) within 30 days of the date the change is effective. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and SkyTrade (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and SkyTrade.

**23.7 Survival.** Except as provided in Section 23.5 and subject to Section 13.6, this Section 23 will survive any termination of these Terms and will continue to apply even if you stop using the SkyTrade Platform or terminate your SkyTrade account.



**24. Rest of World Dispute Resolution, Venue and Forum, and Governing Law.** If you reside or have your place of establishment outside of the United States this Section applies to you and these Terms will be interpreted in accordance with Irish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. If you are acting as an individual consumer and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of Irish law. As an individual consumer, you may bring any judicial proceedings relating to these Terms before the competent court of your place of residence or the competent court of SkyTrade's place of business in Ireland. If SkyTrade wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Irish courts.

## **25. Miscellaneous.**

**25.1 Interpreting these Terms.** Except as they may be supplemented by additional terms, conditions, policies, guidelines, standards, and in-product disclosures, these Terms (including those items incorporated by reference) constitute the entire agreement between SkyTrade and you pertaining to your access to or use of the SkyTrade Platform and supersede any and all prior oral or written understandings or agreements between SkyTrade and you. These Terms do not and are not intended to confer any rights or remedies upon anyone other than you and SkyTrade. If any provision of these Terms is held to be invalid or unenforceable, except as otherwise indicated in Section 23.4 above, such provision will be struck and will not affect the validity and enforceability of the remaining provisions. Where the word “will” is used in these Terms it connotes an obligation with the same meaning as “shall.”

**25.2 No Waiver.** SkyTrade's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

**25.3 Assignment.** You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without SkyTrade's prior written consent. SkyTrade may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at its sole discretion, with 30 days' prior notice.

**25.4 Notice.** Unless specified otherwise, any notices or other communications to Members permitted or required under this agreement, will be provided electronically and given by SkyTrade via email, SkyTrade Platform notification, messaging service (including SMS and WeChat), or any other contact method we enable and you provide.

**25.5 Third-Party Services.** The SkyTrade Platform may contain links to third-party websites, applications, services or resources (“**Third-Party Services**”) that are subject to different terms and privacy practices. SkyTrade is not responsible or liable for any aspect of such Third-Party Services and links to such Third-Party Services are not an endorsement.

**25.6 SkyTrade Platform Content.** Content made available through the SkyTrade Platform may be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for that Content are the exclusive property of SkyTrade and/or its licensors and agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit any Content accessed through the SkyTrade Platform except to the extent you are the legal owner of that Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, SkyTrade grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view the Content made available on or through the SkyTrade Platform and accessible to you, solely for your personal and non-commercial use.

**25.7 Force Majeure.** SkyTrade shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labour or materials.

**25.8 Emails and SMS.** You will receive administrative communications from us using the email address or other contact information you provide for your SkyTrade account. Enrollment in additional email subscription programs will not affect the frequency of these administrative emails, though you should expect to receive additional emails specific to the program(s) to which you have subscribed. You may also receive promotional emails from us. No fee is charged for these promotional emails, but

third-party data rates could apply. You can control whether you receive promotional emails using the notification preferences in your account settings. Please note that you will not be able to take advantage of certain promotions if you disable certain communication settings or do not have a SkyTrade account.

**25.9 Contact Us.** If you have any questions about these Terms please email us, [help@sky.trade](mailto:help@sky.trade)

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## **Marketing**

**Email Marketing.** We may offer electronic newsletters. We are committed to keeping your e-mail address confidential. We will maintain the information sent via e-mail in accordance with applicable laws and regulations. In compliance with the CAN-SPAM Act, all e-mails sent from us will clearly state who the e-mail is from and provide clear information on contacting the sender. You may choose to stop receiving our newsletter or marketing emails by following the unsubscribe instructions included in these emails or by contacting us directly at [help@sky.trade](mailto:help@sky.trade).