

Terms and Conditions of the Use of the MyAirBridge.com Application

The Terms and Conditions described below always apply when the MyAirBridge.com application is used (hereinafter MAB). By using MAB, you agree with these Terms and Conditions, the NTD Policy, and the Personal Data Protection Rules.

The MyAirBridge.com domain and copyright are registered to MyAirBridge Ltd., 9 Chapel Place, 2nd Floor, EC2A 3DQ, London, United Kingdom. The Terms and Conditions of the Use of the MyAirBridge.com Application, the NTD Policy, and the Personal Data Protection Rules (hereinafter Terms and Conditions) represent a binding contract between you (the user), the MAB application operated on the MyAirBridge.com website and MyAirBridge spol. s r. o. (MyAirBridge), the owner and proprietor of the application, a company incorporated under the laws of the Czech Republic, with registration number 01837133 whose registered office is at U Klikovky 4, Prague Czech Republic, 150 00.

By using MAB, you agree with the Terms and Conditions, including the NTD Policy, which forms an integral part of the Terms and Conditions.

The Terms and Conditions of the Use of the MyAirBridge.com Application may be changed. All versions will be dated and their updates published on the info.myairbridge.com website. If you disagree with the Terms and Conditions, including the NTD Policy and the Personal Data Protection Rules, you should not enter or use the MAB application. By using MAB, you agree with any changes made in the Terms and Conditions, including the NTD Policy and the Personal Data Protection Rules.

The Application

MyAirBridge provides you with an application for sending up to 20 GB of data (files) via the internet free of charge using the MAB website. The application also offers an expansion of the services for a fee, see the MyAirBridge.com Profile (MAB Profile) section for more information.

MAB transfers all file types. The files are considered to be confidential. MAB does not enable searching the user data, while every user who has a link to the files stored on the MAB server may download the stored data. The MAB application may automatically create previews from all files stored on the data server, and display the title, type, time of creation/save of the data, and a preview of the file to the data recipient/sender.

Files sent without a paid profile (MAB Profile) are stored for 3 days. If the user is not registered with MAB (with verified email), MAB preserves files exceeding 2 GB for 2 days. With the MAB Profile service, the files are automatically kept for 10 days, unless the user chooses otherwise and extends the expiration date. If the files expire (the automatic storage time

elapses), they are automatically, permanently, and irreversibly removed. Files can be sent via MAB using a sharing link or using an e-mail notice, which the app sends to both the sender and the recipient after a successful upload of the data to MAB. Data can be also easily shared directly from the storage, which is accessible only with MAB Profile.

The application sends the sender a confirmation e-mail, which contains the e-mail of the recipient, the accompanying text (if the sender enters it), the abbreviated and alternative link for data download, the number of files, their total size, the date of file expiry, and the link for deleting the data.

The application sends the recipient a notice of a new consignment, which contains the accompanying text (if the sender enters it), the sender's e-mail, the abbreviated and alternative link for data download, the number of files, their total size, and the file expiry date.

If at least one of the recipients downloads the data from the sender, the app sends an information e-mail about the file download, which contains the e-mail of the recipient who downloaded the data, the link to the files, the number of the files, and their total size.

File Transfer

MAB administers the needed technical equipment for the file transfer. The user is fully and exclusively responsible for the files transferred via MAB. When using the MAB application, you agree that MyAirBridge bears no responsibility for the application's failure, the file transfer, or the deletion, damage or loss of the data or information and contents.

When using the MAB application, you guarantee that you have all the required authorisations to distribute, transfer, store, and disclose online and for downloading the file used, namely also from the standpoint of copyright and intellectual property rights.

Application Background

All graphical components, advertisements, logotypes, and everything located in the background behind the application (the sending box) are the intellectual property of the rights holders. Therefore, you cannot copy and further distribute these elements without the rights holder's consent. MAB does not bear any responsibility towards the users or third parties for the contents of the advertisement, background, product or service offered via the application background, furthermore for the links to which the application background may refer, or the damage arising due to the repeated use of the background, its modification, including the trademarks or copyright of the protected works.

MAB has the right to delete any background without previous notice, and block access to the profile, to the background or into the service, if based on consideration or notice it's discovered that the background is used in conflict with these Terms and Conditions, including all valid regulations or ordinances.

Prohibited Use

It is prohibited to use the MAB application if by its use you infringe any laws, personal data protection rights, intellectual property rights, or if you assist in the infringement of any laws. It is expressly forbidden to send, share or store to the MAB files containing child pornography, files supporting violence, hatred, racism, etc., files, which you have no authorisation to transfer and copy, and files infringing any rights and laws. It is also prohibited to attack the infrastructure and servers of MAB and the network which it utilises for data transfers, to transfer and spread viruses, malware, spam, unsolicited e-mail, phishing e-mails, etc., pretend a relationship with an entity or person and act as someone else. It is also forbidden to send files, which have derogatory, obscene, defamatory, profane content, content belittling or promoting gambling, sale and use of alcohol, tobacco products or illegal drugs. If we ascertain based on our own investigation or a documented and valid complaint that you break any law, we have the right to remove all files which infringe the law, disclose the files during court proceedings based on court ordinances, during negotiations with the authorities active in the criminal proceedings for the purposes of securing national safety and public safety protection, including the cases of enforcing our application use Terms and Conditions, without previous notice.

Responsibility

The MAB is an application without warranties. We do not guarantee the fitness of its use for a specific purpose, we do not guarantee that the service shall be available without an interruption and permanently, that it shall not contain errors, and that it shall be secured. The user uses the application at their own risk and responsibility. MyAirBridge is not liable for the damage caused by the use of the MAB application. The user takes over the responsibility for any problems and liabilities resulting from the data transfer via the MAB application or the storing of data on the MAB servers. If laws or the application use Terms and Conditions are breached or if any third party claims that the files transferred via the MAB application infringe its rights, the user bears full responsibility and undertakes to protect and indemnify MyAirBridge including its employees in case of arising claims, damage, losses, and costs.

In any case, MyAirBridge bears no responsibility towards the application users or third parties for possible damage arising by the use of the MAB application based on any warranty, contract, a civil wrong, including negligent wrong, or another legal interpretation, namely even if MyAirBridge was informed about the arising of such damage and any problem limiting the basic purpose was found.

Within the scope permitted by the binding legal regulations, MyAirBridge bears no responsibility for the damage arising due to a breach of the service provision contract, illegal activity or for any other reason, even in case of accidental, special, and consequential damage, arising in connection with the use of the MAB service, or the impossibility of its use.

If MyAirBridge is liable pursuant to the binding legal regulations, the aggregate liability for any claims resulting from the use of the MAB application shall not exceed 50 EUR per individual case.

Resolution of Disputes

All possible disputes on any topics, matters concerning MyAirBridge and the use of the MAB application shall be resolved by the courts in Prague in the Czech Republic. All rights and obligations resulting from these Terms and Conditions are interpreted, governed, and enforced in accordance with the laws of the Czech Republic. No objection is admitted against the jurisdiction and competence of the courts in the Czech Republic.

News, updates and references

The MAB application users can subscribe to MyAirBridge email updates which provide information on updates, new features, and more. These updates are sent out no more than once a month, and users can unsubscribe at any time. The unsubscribe link is found at the bottom of every email update. The user is permanently removed from the database upon unsubscribing.

By using the application, you give us your consent to place your business logo and display your business name on our website. The use of the client's logo and name on our website is in accordance with the Art. 6 par. 1 of the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and Repealing Directive 95/46/EC (General Data Protection Regulation), and thus in accordance with Act No. 110/2019 Coll. on the processing of personal data, further in accordance with Art. 8 to 13 of Act No. 441/2003 Coll. on trademarks and with conditions of good morals and fair trade, and for an indefinite period until further notice. By using our application, any person, whether natural or legal, implicitly agrees to these Terms and Conditions. Such consent is tacit. As the Terms and Conditions are publicly available without any restriction in accordance with the Commercial Code, it is not necessary to have specific consent (written agreement) from each user of our application. If the business company whose logo or name is placed on our website does not agree with such placement, they are obliged to notify us either electronically via our e-mail address: info@myairbridge.com, or in writing to the address of the registered seat of our business company: MyAirBridge, spol. s r. o., U Klikovky 4, 150 00 Prague, Czech Republic, registered ID number: 01 837 133. Immediately after receiving such notice (message), the logo and name of the business company will be deleted from our website within 24 hours. Until then, the user of our application / our client agrees without any reservations, whether legal, personal or ethical, that the logo and name be placed on our website, as he or she has read these Terms and Conditions. Terms and Conditions are also a mandatory part of contracts (agreements) concluded separately with our clients as an annex. Terms and Conditions are always updated as necessary based on the business environment.

General Provisions

The application use Terms and Conditions have preferential validity and replace all previous arrangements, oral or written offers and agreements. In case some part of the Terms and Conditions loses validity, the user remains to be bound by the remaining provisions of the application use conditions. We will answer possible questions at: info@myairbridge.com (communication takes place in English).

MyAirBridge.com Profile (Expansion Terms and Conditions of the Use of the MyAirBridge.com Application)

MAB Profile

The Expansion Terms and Conditions of the Use of the MyAirbridge.com Application serve for complementing the agreements between the MAB and the MAB application user who purchases one of the profiles (or plans).

For creating a profile with MAB, registration and e-mail verification are necessary. A link will be sent to the entered e-mail address, which the user will use to set up a suitable password for their profile. After registering with MAB, the application will start displaying lists of incoming and outgoing transfers.

For utilising the expanded services of the MAB application, it is necessary to pay for one of the profiles (or plans). Annual or monthly payment options are available.

After purchasing the profile, the user may send transfers up to the size of 500 GB per consignment, according to the plan they purchase. With the Enterprise plan, the consignments can be even larger and are subject to an agreement between the user and MAB. MAB has the right to reject any excessive transfers. The MAB Profile extends the file expiry, which can also be manually set and customised, or the files can be saved on the MAB server permanently, namely up to the capacity according to the purchased plan. All uploaded data takes up storage space unless the user purchased the Enterprise plan. With the Enterprise plan, transfers with expiration do not take up any storage space, which means that for such transfers the storage is unlimited. After reaching the storage capacity, the older data can be deleted, or the user can upgrade their plan or purchase extra storage space. The profile also provides the option to save data directly to one's storage area (the storage area size depends on the user's plan) and the ability to further edit, copy, move, or share the data with other users. With the Enterprise plan, it is possible to permanently save up to 15 TB of data, or, based on an agreement with the MAB team, even more (transfers with expiration remain unlimited even after reaching the maximum capacity of the storage).

The user can also insert their own background and logotype into the profile, thus adapting the e-mail template. With PRO and Enterprise profiles it is also possible to set up a unique domain for receiving data, securing transfers with a password and using strong end-to-end encryption.

The MAB application remembers the e-mail addresses for simplifying repeated use (for more information, see the Personal Data Protection Rules document). The e-mail addresses can also be separately administered and amended. The main features and differences between extended services of paid plans can be seen in the MAB application and at <https://info.myairbridge.com/en/plans>.

Payment

For the settlement of expanded services in the form of plans or profiles, we use Nuvei or Stripe. We support payments using a credit/debit card. So that the service can be used without interruption, the MAB application shall notify the user that a recurring annual payment will be made, or let the user know that payment must be made before the next accounting period.

When entering personal data in Nuvei or Stripe, make sure your personal data is precise, complete, and current. The user is responsible for the accuracy of the entered data, the information about their profile, the e-mail address, and all payment data entered in Nuvei or Stripe. If the payment fails, the credit card validity expires or if the entered payment data is invalid, the profile (plan) may be terminated and the stored data subsequently deleted.

With the expanded services of the MAB application, you agree with these terms and conditions.

The MAB application can be expanded with the "Basic", "Pro", and "Enterprise" plans (see: <https://info.myairbridge.com/en/plans>) with the possibility of a monthly or annual payment. You acknowledge that the fees may change for various reasons.

The annual subscription is paid for an annual cycle in advance and can be settled using a credit card. Annual subscriptions paid by credit/debit card can be made through recurring payments. Payments can be cancelled through the MAB application by going to the "Plans" section and choosing "Free registration". The currently running subscription will remain active until it expires, at which time it will not be renewed and the subscription will be cancelled. After the termination of the validity of the expanded services of the MAB application, all files of the user will be automatically and permanently deleted. The registration into the MAB application remains. With annual subscriptions paid by credit/debit card, users will be notified 10 days prior to the annual subscription fee charge.

Monthly subscription fees are automatically paid in advance and are charged to the user's credit/debit card every month. The subscription can be cancelled by logging in to the MAB account, going to the "Plans" section, and choosing "Free Registration". The currently running subscription will remain active until it expires, at which time it will not be renewed and the monthly subscription will no longer be charged, and the recurring payment will be cancelled. The current subscription will continue to work for one month (monthly invoicing cycle) from the day that the payment was made, without the right to a refund for paid fees (or any part of it). The user is obliged to maintain the balance in their account sufficient for the Nuvei or Stripe service to debit the fee for the profile (plan). If it is impossible to debit the fee for any reason, the user's plan shall be terminated. After the termination of the expanded services of the MAB application, all the user's files will be automatically and permanently deleted. The registration into the MAB application remains. Before the automatic data deletion, we send notices to the users 7 days, 4 days, and 1 day in advance. The individual plans can be upgraded to higher plans, we automatically keep the highest plan active.

Notice and Take Down Policy

If MyAirBridge ascertains or is informed that illegal files and contents are located on the servers of its application, it shall proceed pursuant to the Notice and Take Down policy (hereinafter, only the NTD). By using the MAB application, you agree that the NTD policy applies to you.

The notifying party is obliged to ensure the correctness and completeness of its notice. For MyAirBridge, it should be verifiable that the notice comes from a supervisory authority, from an investigation of the authorities active in the criminal proceedings or from the authority of the attorney general, as far as a formal legal ordinance is concerned. A notice of a different nature than the aforementioned must contain at least the following: the contact data of the notifying party, i.e. the name, position, organisation, address, e-mail address, and all information MyAirBridge needs for evaluating the legitimacy of the disputable contents, including the URL, furthermore, the reason MyAirBridge should be best agent for solving the problem, why is the notified action in conflict with the terms and conditions of use of the MyAirBridge application, the NTD policy or the personal data protection rules, and furthermore what is the notifying party's motivation concerning the lawlessness of the contents.

Indemnity

The notifying party shall indemnify MyAirBridge for all claims of the user providing the disputable contents, which will relate to how MyAirBridge processed the notice and furthermore for all claims of that user related to the contents, which the user sent via the MAB service.

Process

MyAirBridge distinguishes individual notices as: notices from a supervisory authority, authorities active in the criminal proceedings or the authority of the attorney general, as far as a formal legal ordinance is concerned, notices of unambiguously unlawful and punitively objectionable contents from another than the aforementioned sources, and other notices. Should MyAirBridge ascertain that the contents are unambiguously unlawful, they shall be removed. If the contents do not break the law unambiguously, they shall not be removed and MyAirBridge shall inform the notifying party about it. If MyAirBridge cannot assess, whether the file in question is unambiguously unlawful, it shall inform the contents provider about it with the following request: remove the contents, contact the notifying party for the purpose of resolving the issue directly – in this case, should the parties be unable to achieve agreement, the notifying party may submit a notice to the police in case of a criminal offence suspicion. If the contents are unlawful pursuant to the civil law, the notifying party may commence proceedings with the contents provider before a Czech court. In case the contents provider does not want to identify the disputable contents to the notifying party sufficiently, MyAirBridge has the right to remove the disputable contents or provide the notifying party with the available information about the contents provider. The NTD policy shall be applied as soon as possible, within 14 days at the latest.

Queries

We will answer possible questions at: info@myairbridge.com (communication takes place in English).